

Gig Harbor City Council Meeting

**March 22, 2004
7:00 p.m.**



"THE MARITIME CITY"

PRE-MEETING PRESENTATION BY PIERCE TRANSIT
"SMALL BUSES"
GIG HARBOR CIVIC CENTER
6:30 P.M.

AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
March 22, 2004 - 7:00 p.m.

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

PUBLIC HEARING: NW Gig Harbor Employment Center Annexation.

CONSENT AGENDA:

These consent agenda items are considered routine and may be adopted with one motion as per Gig Harbor Ordinance No. 799.

1. Approval of the Minutes of City Council Meeting of March 8, 2004.
2. Correspondence / Proclamations: Proclamation – Building Safety Week.
3. Appointment / Re-appointments to the Gig Harbor Arts Commission.
4. Gig Harbor Arts Commission – Grant Awards.
5. Banking Services Contract.
6. Employment Contract – Prosecuting Attorney.
7. Sister City Activity – Takuma, Japan.
8. 2003 Boating Safety Program Agreement.
9. Liquor License Application: The Green Turtle.
10. Liquor License Renewals: GH Farmers Market Assoc. – Bonneville Gardens; GH Farmer's Market Assoc. – Hunt Street.
11. Special Events Liquor License: Harbor Heights PTA.
12. Approval of Payment of Bills for March 22, 2004.
Checks #42731 through #42863 in the amount of \$299,570.09.

OLD BUSINESS:

1. Resolution – Community Center Maintenance and Operations Support.
2. Resolution – Accepting Employment Center Annexation Petition.

NEW

1. First Reading of Ordinance – Animals and Beekeeping in Residential Zones.
2. Adam Tallman Park Asphalt Pathway Project – Contract Authorization.

STAFF REPORT:

1. Community Development – Building Size Ordinance Public Notification.
2. GHPD – February Stats.

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

ANNOUNCEMENT OF OTHER MEETINGS:

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF MARCH 8, 2004, 2004

PRESENT: Councilmembers Ekberg, Young, Franich, Conan, Dick, Picinich, Ruffo and Mayor Wilbert.

CALL TO ORDER: 7:03 p.m.

PLEDGE OF ALLEGIANCE:

SWEARING IN CEREMONY: Officer Michael Allen.

Mayor Wilbert performed the ceremony for Officer Allen, and welcomed him and his wife, Debra.

CONSENT AGENDA:

These consent agenda items are considered routine and may be adopted with one motion as per Gig Harbor Ordinance No. 799.

1. Approval of the Minutes of City Council Meeting of February 23, 2004.
2. Correspondence / Proclamations: Zoo/Trek Authority Board
3. Well No. 6 Sand Pack Contract.
4. Skansie Brothers Park Survey Contract.
5. Autumn Crest Stormwater Facilities Maintenance Agreement.
6. Harborview Drive View Point – Park Sign.
7. Approval of Payment of Bills for March 8, 2004.
Checks #442605 through #42730 in the amount of \$447,932.25.
8. Approval of payroll for the month of February.
Checks #3054 through #3097 and direct deposit entries in the amount of \$253,415.46. Check # 3074 voided.

MOTION: Move to approve the consent agenda as presented.
Picinich / Ruffo – unanimously approved.

OLD BUSINESS:

1. Second Reading of Ordinance – Amend PCD-BP Zone to Conditionally Allow Hospitals. John Vodopich, Community Development Director, presented this ordinance to conditionally allow hospitals in the business park zones. He explained that this recommendation was unanimously approved by the Planning Commission.

MOTION: Move to adopt Ordinance No. 958 as presented.
Ruffo / Picinich – unanimously approved.

NEW BUSINESS:

1. Planning Commission Comments – Building Size Analysis. John Vodopich explained that last year, a building size analysis had been performed by Perteet Engineering. At the Council meeting of February 9th, Council directed staff to draft an

ordinance implementing the recommendations outlined in the report, which was then referred to the Planning Commission to review during a work-study session. No public testimony was taken at the work-study session as it was intended that the City Council would conduct its own public hearing. Mr. Vodopich recommended April 26, 2004 as a date for the public hearing, explaining that this would meet the state's 60-day review period.

Councilmember Ekberg clarified that the only action being taken at this meeting was to set the formal public hearing date. Mr. Vodopich concurred, explaining that public testimony would be taken at the April 26th public hearing and first reading of the ordinance.

Mayor Wilbert said that two people had signed up to speak on this agenda item and asked them to come forward.

Charles Hunter – 8829 Franklin Avenue. Mr. Hunter said that he was concerned with the possible, unintended consequences of the Perteet's recommendations. He urged Council to remove the Gig Harbor basin from any decisions made and to appoint a citizens committee to review the recommendations and the possible ramifications. Mr. Hunter gave an overview of the concerns with the various recommendations throughout the city and again urged Council to consider a citizens committee.

Councilmember Ekberg clarified that the recommendation was only to set a public hearing.

Lita Dawn Stanton – 111 Raft Island. Ms. Stanton read a letter outlining her concerns that by the time an ordinance is before Council for consideration, there has not been sufficient public input. This gives an impression of a government that is out of touch with the people. Ms. Stanton said that the Perteet report is geared toward the Westside Business District, and any decision to implement the recommendations could dismantle the downtown area. She agreed that a plan was needed for each district.

Councilmember Young said that this has been an on-going issue for approximately three years. He explained that several means of advertisement had been used to solicit public input. Now it is back to Council for consideration, and they will continue to gain public input throughout the process.

Kit Kuhn – 3104 Shyleen Street. Mr. Kuhn explained that he has been a business owner in the downtown area for sixteen years, as well as a resident. He said that he had not received any notification of the process to gain public input. He said that he agrees that growth is necessary, but stressed that those affected have to be involved in the process. Mr. Kuhn voiced concern about the size of the current construction off Rosedale, adding that no one in the downtown area was asked for input into this project. He recommended that the city send out a citizen questionnaire to gather input, urging Councilmembers to keep the public involved. He also encouraged Council to preserve the quaintness of the harbor.

John Vodopich addressed the comments regarding the projects off Rosedale. He explained that there are no building size limitations in the downtown business district today.

Mark Hoppen, City Administrator, added that the site plan for the second building being constructed has been in existence many years and was vested during a time that plans had no expiration date. In addition, the site plan did not have the benefit of the Design Review process, but the owner of the property came in and sought to get the buildings to conform to design review, even though they had a vested site plan. The office building above this is a product determined by Planning Commission and Council in 1994 through the Comprehensive Plan and the zoning at that time, and only now are people aware of the effect of drawing the DB zone across the hill next to a residential area. This is why you must be vigilant when you plan for the future.

John Vodopich explained that one of the 2004 Budget Objectives is to review and revise the Comprehensive Plan under the States Growth Management Act. A contract with a consulting firm will be coming to Council for approval at the next meeting. The deadline for completion is December 1, 2004.

Nick Tarabochia – 8021 Shirley Avenue. Mr. Tarabochia explained that he was part of the Poteet Engineering questionnaire. He said that he discussed the issues with John (Hoffman) and agreed with how the decisions were made for recommendations. Mr. Tarabochia said that one reason this came about was because of the Russell Building and the efforts to put in regulations that wouldn't allow this to happen again. He said he believes in flexibility if Gig Harbor is going to have a city center and facilitate growth. He discussed the problem with parking and the loss of downtown businesses.

Mr. Tarabochia then addressed the Rosedale projects that adjoin his family properties. He agreed that they are intrusive, but said that he plans on dealing with it, and wants the opportunity to use his family properties on the basis of what would be best for the community but not be limited by size, scope or form.

Guy Hoppen – 8402 Goodman Drive. Mr. Hoppen voiced concern with the Waterfront Commercial and Waterfront Millville zoning change on the boatyard property, primarily because the development is not a foregone conclusion. He said that he hates to limit the opportunities there, and that he thinks that the opportunities on the waterfront commercial are more community-friendly than a residential development. He urged Council to slow the process and allow the community to comment. He said it is a keystone to the last part of the waterfront that is culturally and historically significant.

Councilmember Franich thanked everyone for taking the time to comment and encouraged them to come to the public hearing and speak. He continued to agree that there had been opportunity during the Perteet studies for the public to comment. He said that it is true that ordinances are crafted before public input is obtained, and he agreed that more input would be desirable to help in drafting the document. He added that there needs to be a starting point to discuss the issues. Councilmember Franich

addressed the comment about this process being a "backlash" to what had been built in the past, and stressed that it is important to look at the issue from all sides. He said that he believes in the property rights of owners, but that there are other aspects that are important when deciding these issues, adding that he looks forward to a lot of public input during the process.

Councilmember Dick explained that during his term, the topic of what to do with the downtown area has been the most persistent. He stressed that it is important to obtain public input, but the process is difficult. He said that several notices were published, but it isn't easy to get the public to respond. He said that he would appreciate any suggestions to help in identifying the issues that need to be discussed, and how to get the necessary response from the public. Councilmember Dick continued to say that it isn't enough to ask the public to come and talk about issues such as building sizes, which has been on the table for at least three years. The city needs to go through the process of adopting Comp Plans, but the plans are too general to gain much input. The Planning Commission has taken the next step with a recommendation for a series of size-limits for the different zones, which has gotten some response. It was this specific recommendation that solicited a response; one reason that a draft ordinance, with specific language, is the next step to help identify issues and solicit further public input. The Council holds public hearings in order to gather input.

Mr. Kuhn said that in the sixteen years he has been in business, that he has never seen a questionnaire asking for input. He stressed that all the people being affected should be surveyed. He offered to help to develop a survey to obtain this type of input.

John Vodopich responded to the Mayor's question on how many projects are currently in progress on the waterfront. John explained that there are currently three, and that this information is available on the city website and at the Community Development Department.

MOTION: Move to set a public hearing and a first reading of a draft ordinance at the April 26, 2004 City Council meeting.
Ekberg / Picinich -

Councilmember Young asked how many mailers were sent regarding the hearings to gather input on building heights. Mr. Vodopich explained that 250 postcards were mailed, as well as the publication of a large newspaper ad in the Gateway after the poor attendance to the first hearing. He added that this resulted in an additional two people from the approximate 25 that attended the first hearing.

Councilmember Ruffo said that he is empathic with the comments by Mr. Kuhn in regards to maintaining the quaintness of the harbor. He continued to say that it is important to realize that this will take balance against property rights, which is the purpose of the public hearing process to allow everyone to work together.

RESTATED MOTION: Move to set a public hearing and a first reading of a draft ordinance at the April 26, 2004 City Council meeting.
Ekberg / Picinich – unanimously approved.

STAFF REPORTS: None.

PUBLIC COMMENT:

Nick Tarabochia – 8021 Shirley Avenue. Mr. Tarabochia commented on the signage for the Harborview Drive View Point Park, asking that Council consider a more cultural name for this park rather than just Harborview. Council asked Mr. Tarabochia to submit his suggested names to the Parks Committee for consideration, and instructed Mr. Vodopich to hold off on ordering the sign until after a decision had been made.

Lita Dawn Stanton – 111 Raft Island. Ms. Stanton asked for a status report on community involvement for the Skansie Brothers Park. Mark Hoppen explained that the Historical Preservationist who is doing an inventory right now, and that the Public Works crew is installing irrigation and replanting the lawn. There may be a request that comes before Council about the existing garage and driveway structure. When Mr. Grulich has completed his historical preservation assessment, he will begin work on a master plan which will include a public input phase. A committee of "Friends of the Park" will also be included.

Councilmember Ekberg reinforced that the Parks Committee is looking at a plan to set up a committee for any park that is shown an interest to give input, care and volunteerism.

Chuck Hunter. Mr. Hunter asked if the Ruth Bogue Viewing Platform would be rebuilt after the construction of Pump Station No. 3. Mr. Vodopich assured him that it was in the plan and invited Mr. Hunter to come see the plan.

Mike Elwell – 9211 North Harborview Drive. Mr. Elwell said that he is a new resident, and that it doesn't seem to him that the city has a plan. He commented that the Russell Building doesn't match the "Maritime City" theme, and that he thought that the city should come up with a theme similar to what Leavenworth or Poulsbo had done. He said that Gig Harbor is such a wonderful place, adding that size isn't the issue. The issue is architectural.

Mr. Hoppen explained that during the 1992-93 Visioning Process, which led to the current Comprehensive Plan and Design Standards, the citizens voiced a desire not to have a theme like Leavenworth or Poulsbo. He added that the city is currently going through another Comp Plan and visioning process more sophisticated than before. He said that he agreed with Ms. Stanton's comment and that Government is best when you gain public input. He talked about his plan for the downtown area, adding that the plan is a vehicle to gain input.

John McMillan – 9816 Jacobsen Lane. Mr. McMillan said that the only images that he saw of the Russell Building were an overhead view, and perhaps a more comprehensive rendering from a street-view would have been helpful in obtaining the necessary comments. He said that developers have ways to get things through where they could be rendered in a more effective way.

Councilmember Young pointed out that the property owners of that project could have completely blocked the view to the water if they built what they were allowed, and that a different view of the project would not have mattered.

COUNCIL COMMENTS / MAYOR'S REPORT: None.

ANNOUNCEMENT OF OTHER MEETINGS: None.

EXECUTIVE SESSION: None necessary.

MOTION: Move to adjourn at 8:18 p.m.
Picinich / Ruffo - unanimously approved.

CD recorder utilized:
Disc #1 Tracks 1 – 16.

Gretchen Wilbert, Mayor

Molly Towslee, City Clerk



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DICK J. BOWER, CBO
SUBJECT: BUILDING OFFICIAL / FIRE MARSHAL
DATE: MARCH 22, 2004

BACKGROUND

Since 1980, in an effort to promote the use and understanding of construction and building codes worldwide, the International Code Council has established one week a year as "Building Safety Week". This year that week is April 4th -10th.

Building safety week provides us an opportunity to participate with other jurisdictions and organizations to promote safety in the built environment and to promote the services that we provide toward that end. To help promote our building safety programs the City will be distributing a number of brochures discussing various building code and safety related issues. We will also have a number of promotional items such as coloring and activity books for kids, pencils, and similar materials on hand for distribution at the permit counter.

FISCAL IMPACT

The Building Safety Week materials that have been ordered will cost approximately \$60.00. Funds will come from existing money available in the publications budget.

RECOMMENDATION

I would like to request that the Mayor and Council lend their support to this public awareness opportunity by proclaiming April 4-10, 2004 as Building Safety Week in the City of Gig Harbor. A draft proclamation is attached to this memorandum.

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

Whereas, the United States has the highest level of building safety in the world; and,

Whereas, the International Code Council, in partnership with dedicated building safety and fire officials, architects, engineers, and the construction industry, develops and enforces the codes that safeguard us in our homes, at school, and the buildings we work in; and,

Whereas, it often goes unnoticed that building safety affects so many aspects of our daily lives, thanks to building safety code enforcement, we enjoy the comfort of structures that are safe and sound; and,

Whereas, building safety and fire officials work with citizens to address building safety concerns everyday, from preventing mold in homes, to minimizing the impact of West Nile Virus in communities, they play a vital role in ensuring the safety of our critical infrastructure; and,

Whereas, construction codes provide reasonable safeguards to protect us from dangerous situations such as snowstorms in the North, hurricanes in the Southeast, tornadoes in the Midwest, forest fires in the Southwest, and earthquakes on the West Coast; and,

Whereas, Building Safety Week, sponsored by the International Code Council, is an opportunity to educate the public, it is a perfect time to increase public awareness of the life safety services provided by local and state building departments as well as federal agencies; and,

Whereas, the theme of Building Safety Week is, "Safe Buildings Save Lives," and it encourages all of us to raise our level of awareness of building safety and to take appropriate steps to improve our built environment; and,

Whereas, construction codes have improved the safety and security of our citizens and countless lives have been saved because of the construction codes adopted and enforced by local and state agencies; and,

Whereas, this year, as we observe Building Safety Week, I ask everyone to consider projects to improve building safety at home and in the community.

NOW, THEREFORE, I, do hereby proclaim April 4th through April 10th, 2004, as

Building Safety Week

in the City of Gig Harbor. I urge all people to participate in Building Safety Week activities and to commence efforts to improve building safety.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 22th day of March, 2004.

Mayor, City of Gig Harbor

Date



'THE MARITIME CITY'

ADMINISTRATION

TO: CITY COUNCILMEMBERS AND MARK HOPPEN
FROM: MAYOR GRETCHEN WILBERT *GW*
SUBJECT: APPOINTMENTS / RE-APPOINTMENTS TO
GIG HARBOR ART COMMISSION
DATE: MARCH 22, 2004

INFORMATION/BACKGROUND

The terms for three Board members have expired. Betty Willis has expressed an interest in serving another three-year term. Cindy Storrar has asked that her position be filled. Guy Hoppen has offered to serve another term if no one who lives or works within the city submits a letter of interest.

We have received two letters of interest to serve on the commission. Christopher Mathie owns a gallery in downtown Gig Harbor. Carola Stark lives outside the city and works from her home, and therefore does not qualify to fill a position, but we will keep her letter on file if one of the at-large members leaves the commission.

RECOMMENDATION

City Council approve the re-appointment of Betty Willis and Guy Hoppen to serve another three year term on the Gig Harbor Arts Commission, and to appoint Christopher Mathie to fill the position vacated by Cindy Storrar.

CHRISTOPHER MATHIE GALLERY & STUDIO

8824 N. Harborview Dr., Box 11
Gig Harbor, WA 98332
253-857-6269

www.mathiepottery.com

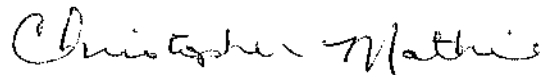
March 15, 2004

City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Dear Mayor Gretchen,

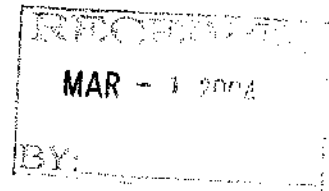
After reviewing the Gig Harbor Arts Commission binder I find that I would be interested in serving as a volunteer member. As a local gallery and art studio owner, as well as a downtown resident, please consider my participation.

Sincerely,



Christopher Mathie

February 26, 2004



City of Gig Harbor
3510 Grandview St.
Gig Harbor, WA 98335

Dear Mayor:

This letter is in reference to a listing in The Peninsula Gateway under the Art Briefs section, page 8D, calling for volunteers for the Gig Harbor Arts Commission.

After relocating my home and business to Gig Harbor just over a year ago, I am excited about the opportunity to place my hat in the ring for this opportunity. I have made a career working in the arts and festival field in the State of Washington, through festival and event management. I also work closely with, and have hired many artists in relationship to my work.

I think I would bring experience, energy and a commitment to growing *with* my community as a volunteer on the Gig Harbor Arts Commission.

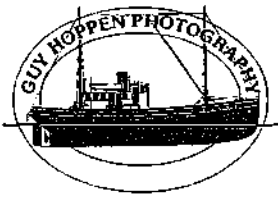
Thank you for your time - and I am available to discuss this further if interested.

Sincerely,

Carola Stark

Carola M. Stark
3016 136th St. NW
Gig Harbor, WA 98332
(253) 853-7959

enclosure



GUY HOPPEN PHOTOGRAPHY

Guy Hoppen

8402 Goodman Drive NW, Gig Harbor, WA 98332 Tel: 253-851-5214 Fax: 253-851-5219

02/12/04

To: Molly Towslee

cc: Mayor Wilbert

Re: Continued service on the Gig Harbor Arts Commission

I would like to reapply for a seat on the GHAC. After considering the GHAC work in progress and my interest and familiarity with it, continuing service on the committee would interest me.

Regards,

Guy Hoppen

A handwritten signature in cursive script, appearing to read "Guy Hoppen", written over the printed name.



TO: MAYOR WILBERT AND CITY COUNCIL
FROM: LITA DAWN STANTON, CHAIRPERSON, GH ARTS COMMISSION
SUBJECT: RECOMMENDATION FOR 2004 ARTS GRANT
DATE: MARCH 22, 2004

INFORMATION/BACKGROUND

In January of 2004, Council approved a budgetary allotment in the amount of \$20,000 (Parks & Recreation Objective No. 5 – page 79) to continue the Arts Commission Project Support Program to provide funding to arts and cultural organizations that provide events for the benefit of city residents. The program will also fund arts projects that involve city residents, civic organizations or libraries. Councilmembers also voiced a desire to begin a program to acquire city-owned art.

The response to the 2002 and 2003 Grant Program from community organizations and individuals was very positive. It demonstrates the desire for continued program support where arts and cultural events bring the community together. The Gig Harbor Arts Commission has identified one-half the budgeted amount to continue support to this arts grants program.

The City Attorney has reviewed and approved the contracts.

FISCAL CONSIDERATION:

Sixteen grant applications were submitted and reviewed by the Arts Commission on February 10, 2004. The applications were evaluated according to the criteria set forth. The results are as follows:

- \$ 750 ***A Magic Carpet Ride - Production of Aladdin – Encore! Theater***
Costuming and Performer Fees

- \$1500 ***Gig Harbor Scandinavian Nordic Festival – G.H. Scandinavian Nordic Association***
Entertainment Fees and Support System

- \$1500 ***Gig Harbor Writers' Conference - Peninsula Writers' Association***
Presenter Honorariums

- \$1000 ***Missoula Children's Theatre – Chapel Hill Presbyterian Church***
Professional and Printing Fees

- \$1500 ***PAL Open Juried Art Exhibition 2004 – Peninsula Art League***
Professional Fees

- \$ 450 ***Peninsula Community Chorus Spring Concert - Peninsula Community Chorus***
Performer's Fees

- \$1400 ***Photograph Scanning Project – Gig Harbor Peninsula Historical Society***
Scanner and Supplies

- \$1000 **7th Annual Nancy Jane Bare Student Recognition Recital** – Peninsula United Music Association
Professional Fees
- \$ 900 **The Hand That Rocks the Cradle** – Cheryl Hanna-Truscott
Matting and Framing

RECOMMENDATION:

The Arts Commission recommends that Council motion to approve the attached agreements to award the 2004 Gig Harbor Grant Funds.

**AGREEMENT BETWEEN GIG HARBOR AND GHSPA ENCORE!THEATER
FOR DISTRIBUTION OF
GIG HARBOR ARTS COMMISSION PROJECT GRANT FUNDS**

This Agreement is made and entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and the GHSPA Encore!Theater, a 501-C3 corporation of Washington, PO Box 723, Gig Harbor, WA, 98335, (hereinafter "Encore!Theater"), for the distribution of Gig Harbor Arts Commission Project Grant Funds for the express purposes described in this agreement.

WHEREAS, the City established the Gig Harbor Arts Commission to recommend art projects that involve city residents and the most appropriate use of the Project Grant Funds (pursuant to Ordinance 876); and

WHEREAS, the Gig Harbor Art Commission made a recommendation to the City Council that Seven hundred fifty dollars and no cents (\$750.00) be given to the - ENCORE!THEATER to pay for *costuming and performer fees* for a production of *A Magic Carpet Ride - Production of Aladin and His Magic Lamp* to be held from April 16-May 9, 2004 at 6615 38th Ave. Gig Harbor, and as further described in the grant application submitted by ENCORE!THEATER, attached hereto as Exhibit A; and

WHEREAS, the City desires to disburse such funds to ENCORE!THEATER for the purposes set forth in the grant application and as set forth in this Agreement; Now, Therefore,

In consideration of the terms, conditions and covenants contained herein, the parties hereto agree as follows:

Section 1. Scope of Activities. The City shall provide Seven Hundred Fifty Dollars (\$750.00) in funding to ENCORE!THEATER to perform the following activities and no others:

Costuming and performer fees for a production of *A Magic Carpet Ride - Production of Aladin and His Magic Lamp* to be held from April 16-May 9, 2004 at 6615 38th Ave. Gig Harbor.

Section 2. Term. This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2005 unless sooner terminated as provided herein. Sections 4, 9 and 11 of this agreement shall survive the termination of this agreement.

Section 3. Distribution and Payment. The total funding provided by the City to ENCORE!THEATER under this Agreement shall not exceed Seven Hundred Fifty Dollars (\$750.00) and will be paid upon receipt of invoice from ENCORE!THEATER.

ENCORE!THEATER shall expend the funds prior to December 31, 2005. Any funds not spent by December 31, 2005 shall be promptly returned to the City.

Section 4. Auditing of Records, Documents and Reports.

ENCORE!THEATER shall maintain books, records, documents and other materials that sufficiently and properly reflect all expenditures made pursuant to this Agreement. The City Finance Director and any of his/her representatives shall have full access and the right to examine and copy, during normal business hours, all of the records of ENCORE!THEATER with respect to matters covered in this Agreement. Such rights shall last for six (6) years from the date the disbursement is made hereunder.

Section 5. Compliance with Federal, State and Local Laws.

ENCORE!THEATER agrees to abide by all applicable federal and state statutes and regulations prohibiting employment discrimination, and any other statutes and regulations pertaining to the subject matter of this Agreement.

Section 6. Reporting. ENCORE!THEATER agrees to produce a final report summarizing the expenditures of the funds distributed under this Agreement on or before January 31, 2006. In addition, copies of invoices for all reported expenditures shall be submitted to the City with this report.

Section 7. Recapture and Noncompliance. In the event of a final determination by a court of competent jurisdiction that ENCORE!THEATER has failed to expend the grant funds in accordance with state law and this Agreement, the City reserves the right to commence an action against ENCORE!THEATER to recover said funds, in addition to all of the City's other available remedies at law.

Section 8. Legal Relations. Neither ENCORE!THEATER, nor any employee, officer, official or volunteer of ENCORE!THEATER shall be deemed to be an independent contractor, employee or volunteer of the City. No liability shall attach to ENCORE!THEATER or the City by reason of entering into this Agreement except as expressly provided herein.

Section 9. Indemnification. ENCORE!THEATER agrees to be responsible for and assumes liability for its own negligent acts or omissions, and those of its officers, agents, officials, employees or volunteers while performing work or expending funds pursuant to this Agreement to the fullest extent provided by law, and agrees to save, indemnify, defend and hold the City harmless from any such liability. This indemnification clause shall apply to any and all causes of action arising out of performance of work or expenditures of funds under this Agreement. Each contract for services or activities utilizing funds provided in whole or in part by this Agreement shall include a provision that the City is not liable for injuries, damages or claims for damages arising from the performance of any activity by an employee, contractor, subcontractor or independent contractor of ENCORE!THEATER under this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to expiration or termination.

Section 10. Severability. If any phrase, sentence or provision of this agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of this agreement, and to this end the provisions of this agreement are declared to be severable.

Section 11. Attorneys' Fees. In the event that the City is required to institute a lawsuit against ENCORE!THEATER to enforce any of the terms of this Agreement and the City prevails in such lawsuit, ENCORE!THEATER agrees to reimburse the City for its reasonable costs, expenses, attorneys' fees and expert witness fees, including such costs, expenses and fees incurred in any appeal.

Section 12. Recipients of Gig Harbor Arts Commission grants must agree to add the City of Gig Harbor logo to any marketing and promotional materials generated as part of any activity or project funded through City of Gig Harbor Arts Commission grants. The City of Gig Harbor logo is a trademarked logo, available for use by permission of the City of Gig Harbor, and required as recognition for the City of Gig Harbor's support on any promotional material grant recipients produce.

Section 13. Entire Agreement. This document contains all covenants, agreements and stipulations of the parties on the subject matter expressed herein. No changes, amendments or modifications of the terms of this Agreement shall be valid unless reduced to writing and signed by the duly authorized representatives of both parties as an amendment to this Agreement.

DATED this 8 th day of March, 2004.

THE CITY OF GIG HARBOR

ENCORE!THEATER

By _____
Its Mayor

By Wendy D Feun
Its _____

ATTEST:

Molly Towslee, City Clerk

APPROVED AS TO FORM:

Carol A. Morris, City Attorney

All application materials must be typewritten or clearly printed. DO NOT SUBSTITUTE THESE FORMS. Completed applications must be received by the postmark deadline. Late or faxed applications will not be accepted. Incomplete applications will be immediately ineligible. Application forms and Grant Guidelines can be downloaded at www.cityofgigharbor.net.

project title "A Magic Carpet Ride" Production of Aladdin
total grant amount requested \$750
fiscal/grant year 2004

legal name of organization or individual GHSPA Encore! Theater

address P.O. Box 723 6615 38th Ave,

city, state & zip code Gig Harbor 98332 Gig Harbor 98335

telephone & e-mail 253.858.2282 253.851.1630 klynette@earthlink.net

contact person & title Wendi Fein Board of Directors

telephone & e-mail 253.851.6142 wendifein@earthlink.net

address 905 135th St. NW

city, state & zip code Gig Harbor, WA 98332

project summary A brief project description, event date and location as applicable.

Encore! Theater will produce the musical, " Aladdin and his Magic Lamp" from April 16-May 9,2004.at its indoor location: 6615 38th.Ave, Gig Harbor. A unique feature will be a post show interactive children's program and a free senior citizen preview. This grant will defray costuming costs and allow us to hire a magician for the post show performance.

Production of
project title "A Magic Carpet Ride" Aladdin

ENCORE! THEATER

1. **Organizational Background** (Brief history, goals or mission, current programs, activities and accomplishments.)
2. **Purpose of Request: Goals and Outcomes** (How will this project increase general public access to the arts in Gig Harbor? How will you evaluate the effectiveness and/or the benefits of the project?)
3. **Organizational Capacity** (Why you are well-positioned to implement this proposal request. Attach a current board of directors list. If an individual, attach a resume.)
4. **New Artwork** (If applicable, describe how the artist(s) was selected, including credentials of those selecting the artist. If new artwork is being created by non-professionals, describe professionals supervising project and their qualifications.)

BACKGROUND: Encore! Theater, a 100 seat community theater in Gig Harbor, is celebrating thirty years of engaging theater experiences to a vibrant arts community. Our goals are to continue to create quality theater while encouraging adults and children to participate in the artistic world and to encourage everyone to integrate their lives with theater, music and dance. We will continue to offer and expand weekly dance, music and theater classes as well as offer 6-7 quality community productions annually. An exciting goal of Encore! is to find or build a facility that will accommodate our community's need for performance and teaching space. We are proud of our accomplishments which include the participation of 5000+ of youth and adults as actors, volunteers, production staff in our 30 years and the utilization of an all volunteer team for all aspects of the theater and its productions.

PURPOSE OF REQUEST: Encore! Theater is requesting \$750 funding from Gig Harbor Arts Commission to cover some the cost of costuming and the hiring of a guest magician for the post show interactive children's program, "A Magic Carpet Ride". This will allow Encore! Theater to keep ticket prices reasonable and also offer complimentary tickets to people of need and to senior citizen groups. This gives more accessibility to the Pierce County community. We will measure the success of this project through a variety of evaluative tools including written and verbal comments from the audience, ticket sales, feedback from the artists, crew and parents and informal, frequent meetings between cast, crew and director prior to and throughout production.

over → over →

(if more space is necessary, please continue on the back of this page only)

ORGANIZATIONAL CAPACITY: We have a 30 year history of community theater success, a dedicated, diverse board of directors and a large volunteer support group. We are a prior grant recipient of Pierce County Arts Commission, Gig Harbor-KP Art Commission, Gig Harbor City Arts Commission, City of Gig Harbor Arts Commission and Greater Tacoma Community Foundation. We have received cash and in-kind donations from local businesses and individuals which have permitted us to maintain a consistent positive financial balance

The theater group would greatly appreciate another opportunity to partnership with the Gig Harbor Arts Commission. We continue to promote individual and business partners from our South Sound communities as well.

ENCORE! THEATER : BOARD OF DIRECTORS

Kathy Lynette McGilliard, Chief Administrator, Artistic Director

In 1973, Kathy returned to Gig Harbor having earned a BFA and MFA in Theater and Dance. Her several years of teaching in the New York University system had given her the incentive to gather friends and students into a performing company. To support the dream, Ms. McGilliard opened a dance studio in downtown Gig Harbor. To begin, the company performed in backyards with a clothes line draped with sheets for scenic background. With the advent of an indoor performance space, the season of plays came to fruition and has prospered for thirty years. Today, Ms. McGilliard remains a passionate volunteer Artistic Director for Encore! Theater and director-owner of the Academy of Performing Arts

Shirley Coffin: Managing Director: Encore! Theater

Shirley Coffin has been involved in the arts, specifically dance and theater, for her entire adult life. She began in Tacoma as Jan Collums' secretary for Ballet Tacoma. In Gig Harbor, for the last 30 years, she helped found the original Performance Circle Theater and was Managing Director for that organization for years in addition to costume design and construction. She is currently the Managing Director of Encore! Theater. In addition, she worked with Shirley Tomasi and for CAC and the Friends of Homestead Park to name just a couple of other groups. At a remarkable age of 85, she is still a dynamo working all the time for the good and growth of Encore!

Wendi Fein: Project Coordinator: Board of Directors

Wendi has participated in the arts during her teen and adult life as an actress, dancer, teacher and community supporter. She has a M.A. in Education and has enthusiastically taught at the secondary and college level. Currently, she serves on the Board of Directors at Encore! Theater and supports the organization in its fundraising efforts and other volunteer opportunities. Both of her teenage children have flourished in the arts in the public schools and through community theater.

Doug Collier: CPA: Project Support Staff: Board of Directors

Doug has been an invaluable supporter of Encore! Theater for many years. Doug is currently on the Board of Directors and has volunteered his accounting services to support Encore! Mr. Collier received his BA in Business Administration and a MA in Management from University of Puget Sound. He has worked as a CPA since 1983 and is a member of the Washington State Society of Certified Public Accountants.

Terry Ford: Project Support Staff: Board of Directors

Terry Ford has been actively involved with Encore! Theater for years. She has participated in all aspects of the theater from actress to stage manager of many productions. She has been a dynamic advocate for the organization and works tirelessly to make sure each production's needs are met. Terry is currently employed by the Pierce County Library, Peninsula Branch.

1. project budget

This detail should include all your project expenses (those you request in this grant AND those you receive from other sources).

a) Personnel salaries/professional fees (indicate rate of pay)
Guest Pianist \$15/hr = \$300
** Magician \$30/hr \$150
GRANT REQUESTED \$ 450

b) Supplies / Materials
Royalties/scripts \$1195
Office paper/supplies \$320
\$ 1515

c) Space Rental
40 rehearsals/12 performances
\$ 3600

d) Marketing / Promotion
ARTIX \$325
Posters/flyers \$250
Reader Board/banner \$500
\$ 1075

e) Travel (who & where)
\$ N/A

f) Other Expenses (identify)
sets / props \$600
Sr preview treats \$200
costumes 20@ \$30 each = \$600
\$ 1400

*GRANT REQUESTED: costumes

total project cost \$ 8040
 Enter in #4 (right-hand column)

2. cash match

List the sources (anticipated or confirmed) of your cash match.

Admissions / Fees \$ 5400
\$4800 Grants / Donations \$ 1100
bus. cards/play Government Support \$
Other cookie fundraiser \$ 1200
total \$ 7700

Enter in #2 below

3. in kind match

List donated materials & services (i.e. volunteer time, supplies, venue, printing, etc., and their value).

Gateway ad \$ 300
Directors \$ 2000 artistic
Set/props volun \$ 500 music, sta
tage manager \$ 500
costumers/ \$ 1000
eustodial/
secretarybox office \$ 4300
total

Enter in #3 below

The amount requested from the Arts Commission may equal UP TO 50% OF YOUR TOTAL PROJECT COST. The rest of your project must be supported by funds from other sources (cash match) or donations of goods & services (in-kind match).

1. amount requested \$ 750
2. cash match \$ 7700
3. in kind match \$ 4300
4. total project cost \$ 8040

project title "A Magic Carpet Ride: Production of Aladd.

~~application requirements checklist~~

10 Copies (original plus nine)
(please note: application consists of pages 1 through 4 - NO substitutions)

IF APPLICABLE:
1 Artistic Sample Enclosed
(required if project includes creation of new work by professional artist)

check one: video
 audio cassette
 compact disc
 slides (min 3 - max 10)
 sample publications (min 3 - max 5)
 do not return samples
 return samples (self-addressed, stamped return envelope enclosed)

Grant Disbursement Options
(If your grant request is approved, you will be notified by mail. Terms will be set forth in the City of Gig Harbor Arts Grant contract.)

check one: funds are needed at the start of the project
 progress payments are acceptable
 full payment on completion is acceptable

It is understood and agreed that any funds awarded as a result of this application are to be used for the purposes set forth herein and that all information listed in this application is verifiable. Furthermore, it is understood that any individual or organization receiving funds agrees to comply with the following:

- a. The Civil Rights Act of 1991, which prohibits discrimination on the basis of race, national origin or color; and
- b. Title IX of the Education Amendments of 1972 which prohibits sex discrimination in education programs or activities; and
- c. The Americans with Disabilities Act of 1990, which requires that all persons be given equal opportunity to participate in programs or services of the organization.

Agreed Signatures of persons named on this application

<u>GHSPA Encore THEATER</u>	
<small>Legal Name of Organization or Individual</small>	
<u>Wendi Jean</u>	<u>11/7/04</u>
<small>Contact Person (signature)</small>	<small>Date</small>
<u>Teresa Ford</u>	<u>11/7/04</u>
<small>Authorizing Official (signature)</small>	<small>Date</small>

**AGREEMENT FOR DISTRIBUTION OF
GIG HARBOR ARTS COMMISSION PROJECT GRANT FUNDS
BETWEEN GIG HARBOR AND G.H. SCANDINAVIAN NORDIC ASSOCIATION**

This agreement is made and entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and the G.H. Scandinavian Nordic Association, a 501-C3 non-profit corporation of Washington, PO Box 971, Gig Harbor, WA, 98335, (hereinafter "G.H. Scandinavian Nordic Association"), for the distribution of Gig Harbor Arts Commission Project Grant Funds for the express purposes described in this agreement.

WHEREAS, the City established the Gig Harbor Arts Commission to recommend art projects that involve city residents; the most appropriate use of the Project Grant Funds (pursuant to Ordinance 876); and

WHEREAS, the Gig Harbor Art Commission made a recommendation to the City Council that One Thousand Five Hundred Dollars and no cents (\$1,500.00) be given to the G.H. SCANDINAVIAN NORDIC ASSOCIATION to pay for Entertainment Fees and Support System, and as further described in the grant application submitted by G.H. SCANDINAVIAN NORDIC ASSOCIATION; and

WHEREAS, the City desires to disburse such funds to G.H. SCANDINAVIAN NORDIC ASSOCIATION for the purposes set forth in the grant application and as set forth in this Agreement; Now, Therefore,

WHEREAS, the Gig Harbor Arts Commission made its recommendation to the City Council, to provide one thousand five hundred dollars and no cents (\$1,500.00) in funding to G.H. SCANDINAVIAN NORDIC ASSOCIATION for the purposes authorized by statute and this Agreement; and

WHEREAS, the City desires to provide the funds to G.H. SCANDINAVIAN NORDIC ASSOCIATION, to perform the activities described herein; Now, Therefore,

In consideration of the terms, conditions and covenants contained herein, the parties hereto agree as follows:

Section 1. Scope of Activities. The City shall provide One Thousand Five Hundred Dollars (\$1,500.00) in funding to G.H. SCANDINAVIAN NORDIC ASSOCIATION to perform the following activities and no others:

Entertainer Fees and the supporting Sound System
for the 2004 Scandinavian Nordic Festival to be held
on October 23rd and 24th at the Best Western Wesley
Inn on Kimball Drive.

Section 2. Term. This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2005 unless sooner terminated as provided herein. Sections 4, 9 and 11 of this agreement shall survive the termination of this agreement.

Section 3. Distribution and Payment. The total funding provided by the City to G.H. SCANDINAVIAN NORDIC ASSOCIATION under this Agreement shall not exceed One Thousand Five Hundred Dollars (\$1,500.00) and will be paid upon receipt of invoice from G.H. SCANDINAVIAN NORDIC ASSOCIATION. G.H. SCANDINAVIAN NORDIC ASSOCIATION shall expend the funds prior to December 31, 2005. Any funds not spent by December 31, 2005 shall be promptly returned to the City.

Section 4. Auditing of Records, Documents and Reports. G.H. SCANDINAVIAN NORDIC ASSOCIATION shall maintain books, records, documents and other materials that sufficiently and properly reflect all expenditures made pursuant to this Agreement. The City Finance Director and any of his/her representatives shall have full access and the right to examine and copy, during normal business hours, all of the records of G.H. SCANDINAVIAN NORDIC ASSOCIATION with respect to matters covered in this Agreement. Such rights shall last for six (6) years from the date the disbursement is made hereunder.

Section 5. Compliance with Federal, State and Local Laws. G.H. SCANDINAVIAN NORDIC ASSOCIATION agrees to abide by all applicable federal and state statutes and regulations prohibiting employment discrimination, and any other statutes and regulations pertaining to the subject matter of this Agreement.

Section 6. Reporting. G.H. SCANDINAVIAN NORDIC ASSOCIATION agrees to produce a final report summarizing the expenditures of the funds distributed under this Agreement on or before January 31, 2006. In addition, copies of invoices for all reported expenditures shall be submitted to the City with this report.

Section 7. Recapture and Noncompliance. In the event of a final determination by a court of competent jurisdiction that G.H. SCANDINAVIAN NORDIC ASSOCIATION has failed to expend the grant funds in accordance with state law and this Agreement, the City reserves the right to commence an action against G.H. SCANDINAVIAN NORDIC ASSOCIATION to recover said funds, in addition to all of the City's other available remedies at law.

Section 8. Legal Relations. Neither G.H. SCANDINAVIAN NORDIC ASSOCIATION, nor any employee, officer, official or volunteer of G.H. SCANDINAVIAN NORDIC ASSOCIATION shall be deemed to be an independent contractor, employee or volunteer of the City. No liability shall attach to G.H. SCANDINAVIAN NORDIC ASSOCIATION or the City by reason of entering into this Agreement except as expressly provided herein.

Section 9. Indemnification. G.H. SCANDINAVIAN NORDIC ASSOCIATION agrees to be responsible for and assumes liability for its own negligent acts or omissions, and those of its officers, agents, officials, employees or volunteers while performing work or expending funds pursuant to this Agreement to the fullest extent provided by law, and agrees to save, indemnify, defend and hold the City harmless from any such liability. This indemnification clause shall apply to any and all causes of action arising out of performance of work or expenditures of funds under this Agreement. Each contract for services or activities utilizing funds provided in whole or in part by this Agreement shall include a provision that the City is not liable for injuries, damages or claims for damages arising from the performance of any activity by an employee, contractor, subcontractor or independent contractor of G.H. SCANDINAVIAN NORDIC ASSOCIATION under this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to expiration or termination.

Section 10. Severability. If any phrase, sentence or provision of this agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of this agreement, and to this end the provisions of this agreement are declared to be severable.

Section 11. Attorneys' Fees. In the event that the City is required to institute a lawsuit against G.H. SCANDINAVIAN NORDIC ASSOCIATION to enforce any of the terms of this Agreement and the City prevails in such lawsuit, G.H. SCANDINAVIAN NORDIC ASSOCIATION agrees to reimburse the City for its reasonable costs, expenses, attorneys' fees and expert witness fees, including such costs, expenses and fees incurred in any appeal.

Section 12. Recipients of Gig Harbor Arts Commission grants must agree to add the City of Gig Harbor logo to any marketing and promotional materials generated as part of any activity or project funded through City of Gig Harbor Arts Commission grants. The City of Gig Harbor logo is a trademarked logo, available for us by permission of the City of Gig Harbor, and required as recognition for the City of Gig Harbor's support on any promotional material grant recipients produce.

Section 13. Entire Agreement. This document contains all covenants, agreements and stipulations of the parties on the subject matter expressed herein. No changes, amendments or modifications of the terms of this Agreement shall be valid unless reduced to writing and signed by the duly authorized representatives of both parties as an amendment to this Agreement.

DATED this 8th day of March, 2004.

THE CITY OF GIG HARBOR

THE G.H. SCANDINAVIAN NORDIC ASSOCIATION

By _____
Its Mayor

By Leah H. Arider
Its Vice President

ATTEST:

Molly Towslee, City Clerk

APPROVED AS TO FORM:

Carol A. Morris, City Attorney

ARTS COMMISSION grant application



All application materials must be typewritten or clearly printed. DO NOT SUBSTITUTE THESE FORMS. Completed applications must be received by the postmark deadline. Late or faxed applications will not be accepted. Incomplete applications will be immediately ineligible. Application forms and Grant Guidelines can be downloaded at www.cityofgigharbor.net.

Gig Harbor Scandinavian Nordic Festival
2000
2004

legal name of organization
or individual G. H. Scandinavian Nordic Association

address P.O. Box 971

city, state & zip code Gig Harbor, WA 98335

telephone & e-mail (253) 858-9229

contact person & title Leah Snider, VP.

telephone & e-mail (253) 858-8286 / sniderlh@netscape.net

address 4501 133rd St. NW

city, state & zip code Gig Harbor, WA 98332

A brief project description, event date and location as applicable.

Our project is an annual festival highlighting the arts & cultural traditions of the Scandinavian Nordic countries. The festival is held at the Best Western Wesley Inn on Kimball Dr. This year it will be on Oct. 23rd - 24th. The Festival is open to GENERAL PUBLIC.

project title Gig Harbor Scandinavian Nordic Festival

1. **Organizational Background** (Brief history, goals or mission, current programs, activities and accomplishments.)
2. **Purpose of Request: Goals and Outcomes** (How will this project increase general public access to the arts in Gig Harbor? How will you evaluate the effectiveness and/or the benefits of the project?)
3. **Organizational Capacity** (Why you are well-positioned to implement this proposal request. Attach a current board of directors list. If an individual, attach a resume.)
4. **New Artwork** (If applicable, describe how the artist(s) was selected, including credentials of those selecting the artist. If new artwork is being created by non-professionals, describe professionals supervising project and their qualifications.)

① We organized and put on our first festival in Oct. 2001. Last year, 2003, we formed a non-profit org. - the G.H. Scandinavian Nordic Association - complete with Board and an Advisory committee. Our mission is to promote an understanding/appreciation of the Scandinavian Nordic culture through art, music and educational demonstrations. Our ultimate goal is to provide financial support (i.e. -scholarships) for those wishing to pursue the study of Scandinavian Nordic cultural arts. Our main event is our annual festival in Oct., but we hope to include other smaller events throughout the year. Last year we tried this for the first time, and with the City's Tourism Office - we co-sponsored a program put on by "Living Voices," a group from Seattle. The program was a video/live performance tracing the life of a Swedish immigrant who came to the Northwest.

② We have seen a growing response to the festival as we field many requests from vendors & entertainers across the country and even in Canada. Many Scandinavian Nordic publications have requested info. for their newspapers and magazines. This past year also saw the attendance of the first organized tour group, and others have approached us about this year. Festival attendance has averaged about 2000 people. Benefits we have seen are the increase in ->

(if more space is necessary, please continue on the back of this page only)

interest and involvement of local students. All Festival Princesses (one for each country) have been students in our community or with extended family living here. Last year a Gig Harbor high school student designed/created a set of original posters representative of each Nordic country. They will be on display at all ^{our} festivals from now on. As attendees mention more areas of interest we try to meet those needs through our demonstrators and entertainers. We have had a demonstrator who makes Hardanger instruments. Last year we had a group playing music on Hardanger instruments. After people asking about the making of Hardanger lace we were also able to have a woman who makes it demonstrating at the festival. This year we have plans to present a showing of various native costumes that are traditional to each of the countries. A major accomplishment, which will benefit students attending The Sons of Norway Scandinavian Youth camps, will be our ability to donate \$400 which will pay for two camp counselors.

③ Attached you will find a current list of our Board & Advisory Committee members. With many of those people being very active in local area Scandinavian Nordic organizations and events in other parts of the country, and an overriding interest by all members, we feel strongly placed to provide a successful community cultural event. Our desire is to remain an intimate venue that strives to highlight authentic Scandinavian Nordic culture and arts. To date, based on the responses we've received, that has happened and people ask us not to change that.

④ N/A



Gig Harbor Scandinavian/Nordic Association (GH Scanfest)

Board of Directors

Name	Address
Betty Willis: President	3812 - 116 th St. Ct. NW Gig Harbor, WA 98332 (253) 858-9229
Linda Casperson- Andresen: Executive Vice-President	518 - 33 rd Ave NW Gig Harbor, WA 98375 (253) 858-2621
Leila Hansen: Vice-President	1205 37 th St. Ct. NW Gig Harbor, WA.98335 (253) 851-5707
Leah Snider: Vice-President	4801 - 133rd St NW Gig Harbor, WA 98332 (253) 858-8286
Suzanne Knight: Treasurer	626 - 9 th Ct. NW Fox Island, WA 98333 (253) 549-4471
Marilyn Hoppen: Secretary	8133 Shirley Avenue Gig Harbor, WA 98332

project title Gth. Scandinavian Nordic Festival

EXPENSES

This detail should include all your project expenses (those you request in this grant AND those you receive from other sources).

a) Personnel salaries/professional fees (indicate rate of pay)

 _____ ∅

b) Supplies / Materials

• food tent \$400
 • p.o. box rental \$72
 • Scan. speciality breads; cups; beverages, etc. \$825 1297

c) Space Rental

• Best Western Wesley Inn 2700

d) Marketing / Promotion

• website \$425
 • brochures & printing \$1600
 • advertising \$150 2475
 • postage/mailing fees \$300

e) Travel (who & where)

 _____ ∅

f) Other Expenses (identify)

• liability insurance \$1050
 • sound system \$450
 • entertainer fees \$1100 3500
 • accountant \$150
 • city permits \$50
 • table/chair rental \$700 \$ 9972

Enter in #4 (right-hand column)

CASH MATCH

List the sources (anticipated or confirmed) of your cash match.

Admissions / Fees 4500

Grants / Donations 200

Government Support ∅

Other ∅

\$ 4700

Enter in #2 below

IN-KIND MATCH

List donated materials & services (i.e., volunteer time, supplies, venue, printing, etc., and their value).

• printer disc. 250

• volunteer time 3000

\$ 3250

Enter in #3 below

The amount requested from the Arts Commission may equal UP TO 50% OF YOUR TOTAL PROJECT COST. The rest of your project must be supported by funds from other sources (cash match) or donations of goods & services (in-kind match).

1. amount requested \$ 2000

4700

3250

9972

project title Gig Harbor Scandinavian Nordic Festival

10 Copies (original plus nine)
(please note: application consists of pages 1 through 4 - NO substitutions)

IF APPLICABLE:
1 Artistic Sample Enclosed
(required if project includes creation of new work by professional artist)

check one: video
 audio cassette
 compact disc
 slides (min 3 - max 10)
 sample publications (min 3 - max 5)

do not return samples
 return samples (self-addressed, stamped return envelope enclosed)

Grant Disbursement Options
(If your grant request is approved, you will be notified by mail. Terms will be set forth in the City of Gig Harbor Arts Grant contract.)

check one: funds are needed at the start of the project
 progress payments are acceptable
 full payment on completion is acceptable

It is understood and agreed that any funds awarded as a result of this application are to be used for the purposes set forth herein and that all information listed in this application is verifiable. Furthermore, it is understood that any individual or organization receiving funds agrees to comply with the following:

- a. The Civil Rights Act of 1991, which prohibits discrimination on the basis of race, national origin or color; and
- b. Title IX of the Education Amendments of 1972 which prohibits sex discrimination in education programs or activities; and
- c. The Americans with Disabilities Act of 1990, which requires that all persons be given equal opportunity to participate in programs or services of the organization.

Signatures of persons named on this application

Gig Harbor Scandinavian Nordic Assoc.
Legal Name of Organization or Individual

Jack W. Aruder
Contact Person (signature)

1-15-04
Date

[Signature]
Authorizing Official (signature)

1-15-04
Date

**AGREEMENT BETWEEN GIG HARBOR AND PENINSULA WRITERS' ASSOCIATION
FOR DISTRIBUTION OF
GIG HARBOR ARTS COMMISSION PROJECT GRANT FUNDS**

This Agreement is made and entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and the PENINSULA WRITERS' ASSOCIATION, a 501C-3 non-profit corporation of Washington, PO Box 826, Gig Harbor, WA, 98335, (hereinafter "PENINSULA WRITERS' ASSOCIATION"), for the distribution of Gig Harbor Arts Commission Project Grant Funds for the express purposes described in this agreement.

WHEREAS, the City established the Gig Harbor Arts Commission to recommend art projects that involve city residents and the most appropriate use of the Project Grant Funds (pursuant to Ordinance 876); and

WHEREAS, the Gig Harbor Art Commission made a recommendation to the City Council that One Thousand Five Hundred Dollars and no cents (\$1,500.00) be given to the PENINSULA WRITERS' ASSOCIATION to pay for Presenter Honorariums, and as further described in the grant application submitted by PENINSULA WRITERS' ASSOCIATION, attached hereto as Exhibit A; and

WHEREAS, the City desires to disburse such funds to PENINSULA WRITERS' ASSOCIATION for the purposes set forth in the grant application and as set forth in this Agreement; Now, Therefore,

In consideration of the terms, conditions and covenants contained herein, the parties hereto agree as follows:

Section 1. Scope of Activities. The City shall provide One Thousand Five Hundred Dollars (\$1,500.00) in funding to PENINSULA WRITERS' ASSOCIATION to perform the following activities and no others:

Presenter Honorariums for the three-day Writers'
Conference to be held April 30 – May 2, 2004 at the Best
Western Wesley Inn on Kimball Drive.

Section 2. Term. This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2005 unless sooner terminated as provided herein. Sections 4, 9 and 11 of this agreement shall survive the termination of this agreement.

Section 3. Distribution and Payment. The total funding provided by the City to PENINSULA WRITERS' ASSOCIATION under this Agreement shall not exceed One Thousand Five Hundred Dollars (\$1,500.00) and will be paid upon receipt of invoice from PENINSULA WRITERS' ASSOCIATION. PENINSULA WRITERS' ASSOCIATION shall

expend the funds prior to December 31, 2005. Any funds not spent by December 31, 2005 shall be promptly returned to the City.

Section 4. Auditing of Records, Documents and Reports. PENINSULA WRITERS' ASSOCIATION shall maintain books, records, documents and other materials that sufficiently and properly reflect all expenditures made pursuant to this Agreement. The City Finance Director and any of his/her representatives shall have full access and the right to examine and copy, during normal business hours, all of the records of PENINSULA WRITERS' ASSOCIATION with respect to matters covered in this Agreement. Such rights shall last for six (6) years from the date the disbursement is made hereunder.

Section 5. Compliance with Federal, State and Local Laws. PENINSULA WRITERS' ASSOCIATION agrees to abide by all applicable federal and state statutes and regulations prohibiting employment discrimination, and any other statutes and regulations pertaining to the subject matter of this Agreement.

Section 6. Reporting. PENINSULA WRITERS' ASSOCIATION agrees to produce a final report summarizing the expenditures of the funds distributed under this Agreement on or before January 31, 2006. In addition, copies of invoices for all reported expenditures shall be submitted to the City with this report.

Section 7. Recapture and Noncompliance. In the event of a final determination by a court of competent jurisdiction that PENINSULA WRITERS' ASSOCIATION has failed to expend the grant funds in accordance with state law and this Agreement, the City reserves the right to commence an action against PENINSULA WRITERS' ASSOCIATION to recover said funds, in addition to all of the City's other available remedies at law.

Section 8. Legal Relations. Neither PENINSULA WRITERS' ASSOCIATION, nor any employee, officer, official or volunteer of PENINSULA WRITERS' ASSOCIATION shall be deemed to be an independent contractor, employee or volunteer of the City. No liability shall attach to PENINSULA WRITERS' ASSOCIATION or the City by reason of entering into this Agreement except as expressly provided herein.

Section 9. Indemnification. PENINSULA WRITERS' ASSOCIATION agrees to be responsible for and assumes liability for its own negligent acts or omissions, and those of its officers, agents, officials, employees or volunteers while performing work or expending funds pursuant to this Agreement to the fullest extent provided by law, and agrees to save, indemnify, defend and hold the City harmless from any such liability. This indemnification clause shall apply to any and all causes of action arising out of performance of work or expenditures of funds under this Agreement. Each contract for services or activities utilizing funds provided in whole or in part by this Agreement shall include a provision that the City is not liable for injuries, damages or claims for damages arising from the performance of any activity by an employee, contractor, subcontractor or independent contractor of PENINSULA WRITERS' ASSOCIATION under this Agreement.

The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to expiration or termination.

Section 10. Severability. If any phrase, sentence or provision of this agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of this agreement, and to this end the provisions of this agreement are declared to be severable.

Section 11. Attorneys' Fees. In the event that the City is required to institute a lawsuit against PENINSULA WRITERS' ASSOCIATION to enforce any of the terms of this Agreement and the City prevails in such lawsuit, PENINSULA WRITERS' ASSOCIATION agrees to reimburse the City for its reasonable costs, expenses, attorneys' fees and expert witness fees, including such costs, expenses and fees incurred in any appeal.

Section 12. Recipients of Gig Harbor Arts Commission grants must agree to add the City of Gig Harbor logo to any marketing and promotional materials generated as part of any activity or project funded through City of Gig Harbor Arts Commission grants. The City of Gig Harbor logo is a trademarked logo, available for use by permission of the City of Gig Harbor, and required as recognition for the City of Gig Harbor's support on any promotional material grant recipients produce.

Section 13. Entire Agreement. This document contains all covenants, agreements and stipulations of the parties on the subject matter expressed herein. No changes, amendments or modifications of the terms of this Agreement shall be valid unless reduced to writing and signed by the duly authorized representatives of both parties as an amendment to this Agreement.

DATED this 10 th day of March, 2004.

THE CITY OF GIG HARBOR

THE PENINSULA WRITERS' ASSOCIATION

By _____
Its Mayor

By Harleen M. Ober
Its President

ATTEST:

Molly Towslee, City Clerk

APPROVED AS TO FORM:

Carol A. Morris, City Attorney

ARTS COMMISSION grant application

complete application

All application materials must be typewritten or clearly printed. DO NOT SUBSTITUTE THESE FORMS. Completed applications must be received by the postmark deadline. Late or faxed applications will not be accepted. Incomplete applications will be immediately ineligible. Application forms and Grant Guidelines can be downloaded at www.cityofgigharbor.net.

GIG HARBOR WRITERS' CONFERENCE
\$ 2500
2004

legal name of organization
or individual

PENINSULA WRITERS' ASSOCIATION

address PO Box 826

city, state & zip code GIG HARBOR, WA 98335

telephone & e-mail 253-265-1904 harborwriters@aol.com

contact person & title KATHLEEN O'BRIEN, DIRECTOR

telephone & e-mail AS ABOVE

address 3117 RAY NASH DR. NW

city, state & zip code GIG HARBOR, WA 98335

A brief project description, event date and location as applicable.

APRIL 30 - MAY 2 AT BEST WESTERN WESLEY INN, GIG HARBOR
THREE DAY CONFERENCE OPEN TO ALL LEVELS OF ASPIRING WRITERS.
WORKSHOP ENVIRONMENT FACILITATED BY AWARD-WINNING
AUTHORS. INCLUDES SATURDAY CHILDREN'S WORKSHOP

project title GIG HARBOR WRITERS' CONFERENCE

1. **Organizational Background** (Brief history, goals or mission, current programs, activities and accomplishments.)
2. **Purpose of Request: Goals and Outcomes** (How will this project increase general public access to the arts in Gig Harbor? How will you evaluate the effectiveness and/or the benefits of the project?)
3. **Organizational Capacity** (Why you are well-positioned to implement this proposal request. Attach a current board of directors list. If an individual, attach a resume.)
4. **New Artwork** (If applicable, describe how the artist(s) was selected, including credentials of those selecting the artist. If new artwork is being created by non-professionals, describe professionals supervising project and their qualifications.)

THE GHWC WAS FOUNDED IN 1998 BY LOCAL POET JO NELSON.
ORIGINALLY A PROGRAM UNDER CAC UNTIL IT DISBANDED IN 2002,
THE CONFERENCE BECAME PART OF THE NEWLY ORGANIZED PENINSULA
WRITERS' ASSOCIATION (PWA). PWA'S FOCUS IS TO FURTHER THE EDUCATION
& THE CRAFT OF WRITING FOR CHILDREN, YOUNG ADULTS & ADULTS THROUGH
A MIRIAD OF WORKSHOPS, LECTURES, CONFERENCES AND READINGS
IN THE COMMUNITY THROUGHOUT THE YEAR. IN ADDITION TO THE SPRING
CONFERENCE, WE WILL OFFER FULL DAY CHILDREN'S WORKSHOPS, GRADES 5-12.
THESE SESSIONS WILL BE DIVIDED BY AGE & FACILITATED BY LOCAL AUTHORS
& TEACHERS. THE 2004 CONFERENCE HELD 4/30 - 5/2 IS OPEN TO ALL WRITERS.
WE OFFER A FULL DAY WORKSHOPS ON FRIDAY, WHICH CAN BE ATTENDED INDEPENDENT
OF CONFERENCE (FICTION, MEMOIR & SCREENWRITING). WE DRAW WRITERS
NATIONALLY AS WELL AS LOCALLY. WE PROVIDE SCHOLARSHIPS TO YOUNG
ADULTS (STUDENTS - HIGH SCHOOL/COLLEGE) & LOW INCOME WRITERS.
BOTH FRIDAY NIGHT KEYNOTE (RIDLEY PEARSON) & SATURDAY AM KEYNOTE
(BRET LOTT) IS OPEN TO THE PUBLIC. WE ADVERTISE IN NATIONAL PUBLICATIONS
LOCAL PAPER, BROCHURES TO 1500, POSTERS & BOOKSTORES. WE PASS OUT
EVALUATION FORMS AT END OF CONFERENCE FOR FEEDBACK. THE CURRENT

DIRECTOR & COMMITTEE HAVE PUT ON CONFERENCE SINCE 2001 WITH GREAT

(if more space is necessary, please continue on the back of this page only)

SUCCESS & LIMITED FUNDS. OVER 25% STAYED

Gig Harbor Arts Commission Grant Application 2003 - Page 2

AT WESLEY INN. SNUFFINS' CATERED IT. THE GOAL OF THE CONFERENCE IS TO
PROVIDE THE OPPORTUNITY FOR ASPIRING WRITERS OF ALL AGES TO COME TOGETHER WITH
PROFESSIONAL WRITERS IN WORKSHOP SETTING TO FOCUS ON CRAFT OF WRITING. IT IS THE GOAL
OF PWA TO FURTHER EDUCATE WRITERS & ENCOURAGE YOUNG PEOPLE TO EXPLORE WRITING

project title GIG HARBOR WRITERS' CONFERENCE

1. PROJECT BUDGET

This detail should include all your project expenses (those you request in this grant AND those you receive from other sources).

a) Personnel salaries/professional fees (indicate rate of pay)

PRESENTER HONORARIUMS
 _____ \$ 8700

b) Supplies / Materials
 _____ \$ 200

c) Space Rental
 _____ \$ 700

d) Marketing / Promotion
 _____ \$ 2500

e) Travel (who & where) TO SEATTLE
BREI LOTT - NORTH CAROLINA
RIDLEY PEARSON - NY
PETE FROMM - MONTANA \$ 1050

f) Other Expenses (identify)
ACCOMODATIONS \$ 1350
FOOD \$ 3200
 _____ \$ 4550

total project cost
 Enter in #4 (right-hand column) \$17,700

2. cash match

List the sources (anticipated or confirmed) of your cash match.

Admissions / Fees \$ 17,125
 Grants / Donations \$ 250
 Government Support \$ _____
 Other \$ _____
total \$ 17,375
 Enter in #2 below

3. in kind match

List donated materials & services (i.e., volunteer time, supplies, venue, printing, etc., and their value).

VOLUNTEERS \$ 5000
 _____ \$ _____
 _____ \$ _____
 _____ \$ _____
 _____ \$ _____
total \$ _____
 Enter in #3 below

The amount requested from the Arts Commission may equal UP TO 50% OF YOUR TOTAL PROJECT COST. The rest of your project must be supported by funds from other sources (cash match) or donations of goods & services (in-kind match).

1. amount requested \$ 2500
 _____ \$ 17,375
 _____ \$ 5,000
17,700

project title GIG HARBOR WRITERS CONFERENCE

10 Copies (original plus nine)
(please note: application consists of pages 1 through 4 - NO substitutions)

IF APPLICABLE:
1 Artistic Sample Enclosed
(required if project includes creation of new work by professional artist)

check one: video
 audio cassette
 compact disc
 slides (min 3 - max 10)
 sample publications (min 3 - max 5)

do not return samples
 return samples (self-addressed, stamped return envelope enclosed)

Grant Disbursement Options
(If your grant request is approved, you will be notified by mail. Terms will be set forth in the City of Gig Harbor Arts Grant contract.)

check one: funds are needed at the start of the project
 progress payments are acceptable
 full payment on completion is acceptable

It is understood and agreed that any funds awarded as a result of this application are to be used for the purposes set forth herein and that all information listed in this application is verifiable. Furthermore, it is understood that any individual or organization receiving funds agrees to comply with the following:

- The Civil Rights Act of 1991, which prohibits discrimination on the basis of race, national origin or color; and
- Title IX of the Education Amendments of 1972 which prohibits sex discrimination in education programs or activities; and
- The Americans with Disabilities Act of 1990, which requires that all persons be given equal opportunity to participate in programs or services of the organization.

Signatures of persons named on this application

PENINSULA WRITERS ASSOCIATION
Legal Name of Organization or Individual

Kathleen O'Brien 1-19-09
Contact Person (signature) Date

Kathleen O'Brien 1-19-09
Authorizing Official (signature) Date

**AGREEMENT BETWEEN GIG HARBOR AND CHAPEL HILL PRESBYTERIAN
CHURCH FOR DISTRIBUTION OF
GIG HARBOR ARTS COMMISSION PROJECT GRANT FUNDS**

This agreement is made and entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Chapel Hill Presbyterian Church, a 501-C3 non-profit corporation of Washington, PO Box 829, Gig Harbor, WA, 98335, (hereinafter "CHAPEL HILL PRESBYTERIAN CHURCH"), for the distribution of Gig Harbor Arts Commission Project Grant Funds for the express purposes described in this agreement.

WHEREAS, the City established the Gig Harbor Arts Commission to recommend art projects that involve city residents and the most appropriate use of the Project Grant Funds (pursuant to Ordinance 876); and

WHEREAS, the Gig Harbor Art Commission made a recommendation to the City Council that One Thousand Dollars and no cents (\$1,000.00) be given to the CHAPEL HILL PRESBYTERIAN CHURCH to pay for professional fees and printing fees, and as further described in the grant application submitted by CHAPEL HILL PRESBYTERIAN CHURCH, attached hereto as Exhibit A; and

WHEREAS, the City desires to disburse such funds to CHAPEL HILL PRESBYTERIAN CHURCH for the purposes set forth in the grant application and as set forth in this Agreement; Now, Therefore,

In consideration of the terms, conditions and covenants contained herein, the parties hereto agree as follows:

Section 1. Scope of Activities. The City shall provide One Thousand Dollars (\$1,000.00) in funding to CHAPEL HILL PRESBYTERIAN CHURCH to perform the following activities and no others:

To hire a Fine Arts Assistant and Audio Technician and to pay for the printing of programs and flyers to advertise the Missoula Children's Theatre, who will put on a professional production of a musical play, not of any religious nature, during the Fall season of 2004 to be held at Chapel Hill Presbyterian Church on Rosedale Street.

Section 2. Term. This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2005 unless sooner terminated as provided herein. Sections 4, 9 and 11 of this agreement shall survive the termination of this agreement.

Section 3. Distribution and Payment. The total funding provided by the City to CHAPEL HILL PRESBYTERIAN CHURCH under this Agreement shall not exceed One Thousand Dollars (\$1,000.00) and will be paid upon receipt of invoice from CHAPEL HILL PRESBYTERIAN CHURCH. CHAPEL HILL PRESBYTERIAN CHURCH shall expend the funds prior to December 31, 2005. Any funds not spent by December 31, 2005 shall be promptly returned to the City.

Section 4. Auditing of Records, Documents and Reports. CHAPEL HILL PRESBYTERIAN CHURCH shall maintain books, records, documents and other materials that sufficiently and properly reflect all expenditures made pursuant to this Agreement. The City Finance Director and any of his/her representatives shall have full access and the right to examine and copy, during normal business hours, all of the records of CHAPEL HILL PRESBYTERIAN CHURCH with respect to matters covered in this Agreement. Such rights shall last for six (6) years from the date the disbursement is made hereunder.

Section 5. Compliance with Federal, State and Local Laws. CHAPEL HILL PRESBYTERIAN CHURCH agrees to abide by all applicable federal and state statutes and regulations prohibiting employment discrimination, and any other statutes and regulations pertaining to the subject matter of this Agreement.

Section 6. Reporting. CHAPEL HILL PRESBYTERIAN CHURCH agrees to produce a final report summarizing the expenditures of the funds distributed under this Agreement on or before January 31, 2006. In addition, copies of invoices for all reported expenditures shall be submitted to the City with this report.

Section 7. Recapture and Noncompliance. In the event of a final determination by a court of competent jurisdiction that CHAPEL HILL PRESBYTERIAN CHURCH has failed to expend the grant funds in accordance with state law and this Agreement, the City reserves the right to commence an action against CHAPEL HILL PRESBYTERIAN CHURCH to recover said funds, in addition to all of the City's other available remedies at law.

Section 8. Legal Relations. Neither CHAPEL HILL PRESBYTERIAN CHURCH, nor any employee, officer, official or volunteer of CHAPEL HILL PRESBYTERIAN CHURCH shall be deemed to be an independent contractor, employee or volunteer of the City. No liability shall attach to CHAPEL HILL PRESBYTERIAN CHURCH or the City by reason of entering into this Agreement except as expressly provided herein.

Section 9. Indemnification. CHAPEL HILL PRESBYTERIAN CHURCH agrees to be responsible for and assumes liability for its own negligent acts or omissions, and those of its officers, agents, officials, employees or volunteers while performing work or expending funds pursuant to this Agreement to the fullest extent provided by law, and agrees to save, indemnify, defend and hold the City harmless from any such liability. This indemnification clause shall apply to any and all causes of action arising out of

performance of work or expenditures of funds under this Agreement. Each contract for services or activities utilizing funds provided in whole or in part by this Agreement shall include a provision that the City is not liable for injuries, damages or claims for damages arising from the performance of any activity by an employee, contractor, subcontractor or independent contractor of CHAPEL HILL PRESBYTERIAN CHURCH under this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to expiration or termination.

Section 10. Severability. If any phrase, sentence or provision of this agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of this agreement, and to this end the provisions of this agreement are declared to be severable.

Section 11. Attorneys' Fees. In the event that the City is required to institute a lawsuit against CHAPEL HILL PRESBYTERIAN CHURCH to enforce any of the terms of this Agreement and the City prevails in such lawsuit, CHAPEL HILL PRESBYTERIAN CHURCH agrees to reimburse the City for its reasonable costs, expenses, attorneys' fees and expert witness fees, including such costs, expenses and fees incurred in any appeal.

Section 12. Recipients of Gig Harbor Arts Commission grants must agree to add the City of Gig Harbor logo to any marketing and promotional materials generated as part of any activity or project funded through City of Gig Harbor Arts Commission grants. The City of Gig Harbor logo is a trademarked logo, available for use by permission of the City of Gig Harbor, and required as recognition for the City of Gig Harbor's support on any promotional material grant recipients produce.

Section 13. Entire Agreement. This document contains all covenants, agreements and stipulations of the parties on the subject matter expressed herein. No changes, amendments or modifications of the terms of this Agreement shall be valid unless reduced to writing and signed by the duly authorized representatives of both parties as an amendment to this Agreement.

DATED this ___th day of _____, 2004.

THE CITY OF GIG HARBOR

CHAPEL HILL PRESBYTERIAN CHURCH

By _____
Its Mayor

By [Signature]
Its [Signature]

ATTEST:

Molly Towslee, City Clerk

APPROVED AS TO FORM:

Carol A. Morris, City Attorney



Towslee, Molly

From: Deborah Davenport [ddavenport@chapelhillpc.org]
Sent: Wednesday, March 03, 2004 3:55 PM
To: Towslee, Molly
Subject: grant

GH Arts Commission:

The Missoula Children's Theatre will not put on a religious play or production with the money received from the City of Gig Harbor.

*deborah davenport
chpc fine arts department
253.853.0228*

GIG HARBOR ARTS COMMISSION grant application

complete application

All application materials must be typewritten or clearly printed. DO NOT SUBSTITUTE THESE FORMS. Completed applications must be received by the postmark deadline. Late or faxed applications will not be accepted. Incomplete applications will be immediately ineligible. Application forms and Grant Guidelines can be downloaded at www.cityofgigharbor.net.

organization Missoula Children's Theatre
total grant amount requested \$ 1800⁰⁰
fiscal/grant year 2004 - 2005

legal name of organization or individual Chapel Hill Presbyterian Church

address P.O. Box 829

city, state & zip code Gig Harbor, WA 98335

telephone & e-mail 851-7779 www.chapelhillpc.org

contact person & title Deborah Davenport - Fine Arts Assistant

telephone & e-mail 853-0228 ddavenport@chapelhillpc.org

address same

city, state & zip code same

project description A brief project description, event date and location as applicable.

Fall 2004

Chapel Hill

M.C.T. comes to town for a week long residency, during which the M.C.T. team will develop and produce a full scale musical using 50-60 local children as cast members, with 2 performances for the public at week's end.

project title Missoula Children's Theatre

Project Narrative

1. **Organizational Background** (Brief history, goals or mission, current programs, activities and accomplishments.)
2. **Purpose of Request: Goals and Outcomes** (How will this project increase general public access to the arts in Gig Harbor? How will you evaluate the effectiveness and/or the benefits of the project?)
3. **Organizational Capacity** (Why you are well-positioned to implement this proposal request. Attach a current board of directors list. If an individual, attach a resume.)
4. **New Artwork** (If applicable, describe how the artist(s) was selected, including credentials of those selecting the artist. If new artwork is being created by non-professionals, describe professionals supervising project and their qualifications.)

Chapel Hill Presbyterian Church has an extensive history in partnering with the Gig Harbor Community to bring a multi-faceted selection of the arts into the harbor. We hope to continue that trend by bringing the Missoula Children's Theatre to Gig Harbor in the Fall of 2004.

Missoula Children's Theatre has provided quality education, entertainment and enrichment for all ages and abilities through the performing arts for over 30 years. MCT strives to open the process to as many children as possible. They work with grades K-12, all levels of acting ability, all physical abilities, all personality types, boys and girls are equal.

Chapel Hill hosted MCT in 2001 when they brought "Sleeping Beauty" to town and it was a fantastic event. Chapel Hill is well equipped to have 50-60 students

(if more space is necessary, please continue on the back of this page only)

with accompanying adults using our facility to prepare and perform this program.

By hosting MCT again Chapel Hill hopes to bring a professional acting experience to many children in the Peninsula area that normally would not get this opportunity. We plan to promote this event at all the Peninsula School District Schools. MCT has received many letters from parents and teachers listing the benefits their children and students have received through MCT: stronger performance in school, blossoming imagination, appreciation for people different from themselves, basically a happier child.

We appreciate your time and consideration of our proposal. We are constantly trying to uphold our commitment to the community to provide quality arts programs whenever possible and uplift one another in the process.

project title Missoula Children's Theatre

1. project budget

This detail should include all your project expenses (those you request in this grant AND those you receive from other sources).

a) Personnel salaries/professional fees (indicate rate of pay)

Assistant - 200⁰⁰
Audio Tech - 700⁰⁰
\$ 900⁰⁰

b) Supplies / Materials

Programs
Flyers
\$ 100⁰⁰

c) Space Rental

\$ 0

d) Marketing / Promotion

Newspaper
\$ 200⁰⁰

e) Travel (who & where)

\$ 0

f) Other Expenses (identify)

MCT Fee
\$ 2400⁰⁰

total project cost

Enter in #4 (right-hand column)

\$ 3600⁰⁰

2. cash match

List the sources (anticipated or confirmed) of your cash match.

Admissions / Fees \$ 050⁰⁰
Grants / Donations \$ _____
Government Support \$ _____
Other - CHPC \$ 1250⁰⁰
total \$ 1800⁰⁰
Enter in #2 below

3. in kind match

List donated materials & services (i.e., volunteer time, supplies, venue, printing, etc., and their value).

\$ _____
\$ _____
\$ _____
\$ _____
\$ _____
\$ _____
total \$ _____
Enter in #3 below

The amount requested from the Arts Commission may equal UP TO 50% OF YOUR TOTAL PROJECT COST. The rest of your project must be supported by funds from other sources (cash match) or donations of goods & services (in-kind match).

1. amount requested \$ 1800⁰⁰
2. cash match \$ 1800⁰⁰
3. in-kind match \$ _____
4. total project cost \$ 3600⁰⁰

project title Missoula Children's Theatre

application requirements about artist

10 Copies (original plus nine)
(please note: application consists of pages 1 through 4 - NO substitutions)

IF APPLICABLE:
1 Artistic Sample Enclosed
(required if project includes creation of new work by professional artist)

check one: video
 audio cassette
 compact disc
 slides (min 3 - max 10)
 sample publications (min 3 - max 5)

do not return samples
 return samples (self-addressed, stamped return envelope enclosed)

Grant Disbursement Options
(If your grant request is approved, you will be notified by mail. Terms will be set forth in the City of Gig Harbor Arts Grant contract.)

check one: funds are needed at the start of the project
 progress payments are acceptable
 full payment on completion is acceptable

It is understood and agreed that any funds awarded as a result of this application are to be used for the purposes set forth herein and that all information listed in this application is verifiable. Furthermore, it is understood that any individual or organization receiving funds agrees to comply with the following:

- a. The Civil Rights Act of 1991, which prohibits discrimination on the basis of race, national origin or color; and
- b. Title IX of the Education Amendments of 1972 which prohibits sex discrimination in education programs or activities; and
- c. The Americans with Disabilities Act of 1990, which requires that all persons be given equal opportunity to participate in programs or services of the organization.

Signatures of persons named on this application

Chapel Hill Presbyterian Church
Legal Name of Organization or Individual
Leborah Langenport 1-20-04
Contact Person (signature) Date
Kathy Alvestead 1-20-04
Authorizing Official (signature) Date
Dir. of Worship/Fine Arts

**AGREEMENT BETWEEN GIG HARBOR AND PENINSULA ART LEAGUE
FOR DISTRIBUTION OF
GIG HARBOR ARTS COMMISSION PROJECT GRANT FUNDS**

This Agreement is made and entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and the PENINSULA ART LEAGUE, a 501C-3 non-profit corporation of Washington, PO Box 1422, Gig Harbor, WA, 98335, (hereinafter "PENINSULA ART LEAGUE"), for the distribution of Gig Harbor Arts Commission Project Grant Funds for the express purposes described in this agreement.

WHEREAS, the City established the Gig Harbor Arts Commission to recommend art projects that involve city residents and the most appropriate use of the Project Grant Funds (pursuant to Ordinance 876); and

WHEREAS, the Gig Harbor Art Commission made a recommendation to the City Council that One Thousand Five Hundred Dollars and no cents (\$1,500.00) be given to the PENINSULA ART LEAGUE to pay for Professional Fees, and as further described in the grant application submitted by PENINSULA ART LEAGUE, attached hereto as Exhibit A; and

WHEREAS, the City desires to disburse such funds to PENINSULA ART LEAGUE for the purposes set forth in the grant application and as set forth in this Agreement; Now, Therefore,

In consideration of the terms, conditions and covenants contained herein, the parties hereto agree as follows:

Section 1. Scope of Activities. The City shall provide One Thousand Five Hundred Dollars (\$1,500.00) in funding to PENINSULA ART LEAGUE to perform the following activities and no others:

To hire an instructor, Eric Wiegardt, to teach a 3-day watercolor workshop, March 3-6, in conjunction with the open juried art exhibition to be held at the Gig Harbor Civic Center.

Section 2. Term. This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2005 unless sooner terminated as provided herein. Sections 4, 9 and 11 of this agreement shall survive the termination of this agreement.

Section 3. Distribution and Payment. The total funding provided by the City to PENINSULA ART LEAGUE under this Agreement shall not exceed One Thousand Five Hundred Dollars (\$1,500.00) and will be paid upon receipt of invoice from PENINSULA

ART LEAGUE. PENINSULA ART LEAGUE shall expend the funds prior to December 31, 2005. Any funds not spent by December 31, 2005 shall be promptly returned to the City.

Section 4. Auditing of Records, Documents and Reports. PENINSULA ART LEAGUE shall maintain books, records, documents and other materials that sufficiently and properly reflect all expenditures made pursuant to this Agreement. The City Finance Director and any of his/her representatives shall have full access and the right to examine and copy, during normal business hours, all of the records of PENINSULA ART LEAGUE with respect to matters covered in this Agreement. Such rights shall last for six (6) years from the date the disbursement is made hereunder.

Section 5. Compliance with Federal, State and Local Laws. PENINSULA ART LEAGUE agrees to abide by all applicable federal and state statutes and regulations prohibiting employment discrimination, and any other statutes and regulations pertaining to the subject matter of this Agreement.

Section 6. Reporting. PENINSULA ART LEAGUE agrees to produce a final report summarizing the expenditures of the funds distributed under this Agreement on or before January 31, 2006. In addition, copies of invoices for all reported expenditures shall be submitted to the City with this report.

Section 7. Recapture and Noncompliance. In the event of a final determination by a court of competent jurisdiction that PENINSULA ART LEAGUE has failed to expend the grant funds in accordance with state law and this Agreement, the City reserves the right to commence an action against PENINSULA ART LEAGUE to recover said funds, in addition to all of the City's other available remedies at law.

Section 8. Legal Relations. Neither PENINSULA ART LEAGUE, nor any employee, officer, official or volunteer of PENINSULA ART LEAGUE shall be deemed to be an independent contractor, employee or volunteer of the City. No liability shall attach to PENINSULA ART LEAGUE or the City by reason of entering into this Agreement except as expressly provided herein.

Section 9. Indemnification. PENINSULA ART LEAGUE agrees to be responsible for and assumes liability for its own negligent acts or omissions, and those of its officers, agents, officials, employees or volunteers while performing work or expending funds pursuant to this Agreement to the fullest extent provided by law, and agrees to save, indemnify, defend and hold the City harmless from any such liability. This indemnification clause shall apply to any and all causes of action arising out of performance of work or expenditures of funds under this Agreement. Each contract for services or activities utilizing funds provided in whole or in part by this Agreement shall include a provision that the City is not liable for injuries, damages or claims for damages arising from the performance of any activity by an employee, contractor, subcontractor or independent contractor of PENINSULA ART LEAGUE under this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to expiration or termination.

Section 10. Severability. If any phrase, sentence or provision of this agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of this agreement, and to this end the provisions of this agreement are declared to be severable.

Section 11. Attorneys' Fees. In the event that the City is required to institute a lawsuit against PENINSULA ART LEAGUE to enforce any of the terms of this Agreement and the City prevails in such lawsuit, PENINSULA ART LEAGUE agrees to reimburse the City for its reasonable costs, expenses, attorneys' fees and expert witness fees, including such costs, expenses and fees incurred in any appeal.

Section 12. Recipients of Gig Harbor Arts Commission grants must agree to add the City of Gig Harbor logo to any marketing and promotional materials generated as part of any activity or project funded through City of Gig Harbor Arts Commission grants. The City of Gig Harbor logo is a trademarked logo, available for use by permission of the City of Gig Harbor, and required as recognition for the City of Gig Harbor's support on any promotional material grant recipients produce.

Section 13. Entire Agreement. This document contains all covenants, agreements and stipulations of the parties on the subject matter expressed herein. No changes, amendments or modifications of the terms of this Agreement shall be valid unless reduced to writing and signed by the duly authorized representatives of both parties as an amendment to this Agreement.

DATED this ___th day of _____, 2004.

THE CITY OF GIG HARBOR

THE PENINSULA ART LEAGUE

By _____
Its Mayor

By Joan Teed
Its EXHIBITION CHAIRPERSON

ATTEST:

Molly Towslee, City Clerk

APPROVED AS TO FORM:

Carol A. Morris, City Attorney

GIG HARBOR ARTS COMMISSION grant application

complete application

All application materials must be typewritten or clearly printed. DO NOT SUBSTITUTE THESE FORMS. Completed applications must be received by the postmark deadline. Late or faxed applications will not be accepted. Incomplete applications will be immediately ineligible. Application forms and Grant Guidelines can be downloaded at www.cityofgigharbor.net.

project title Peninsula Art League Open Juried Art Exhibition 2004
total grant amount requested \$2,000.00
fiscal/grant year 2004

legal name of organization or individual Peninsula Art League
address P. O. Box 1422
city, state & zip code Gig Harbor, Washington 98335
telephone & e-mail 253-858-8920
contact person & title Joan Teed, Show Chairperson
telephone & e-mail 253-265-8580 alanjoanhere@centurytel.net
address 3201 White Cloud Avenue NW
city, state & zip code Gig Harbor, Washington 98335

project summary A brief project description, event date and location as applicable.

A open juried art exhibition, containing up to 90 works of art. To be held in the Gig Harbor Civic Center from March 6 through April 1, 2004. This art exhibition will give all area artists the opportunity to enter a regional/national art exhibition with a corresponding art workshop.

project title Peninsula Art League Open Juried Art Exhibition 2004

project narrative

1. **Organizational Background** (Brief history, goals or mission, current programs, activities and accomplishments.)
2. **Purpose of Request: Goals and Outcomes** (How will this project increase general public access to the arts in Gig Harbor? How will you evaluate the effectiveness and/or the benefits of the project?)
3. **Organizational Capacity** (Why you are well-positioned to implement this proposal request. Attach a current board of directors list. If an individual, attach a resume.)
4. **New Artwork** (If applicable, describe how the artist(s) was selected, including credentials of those selecting the artist. If new artwork is being created by non-professionals, describe professionals supervising project and their qualifications.)

1. The Peninsula Art League was founded in 1980 by a small group of artists to promote visual arts and opportunities to exhibit in the Gig Harbor-Peninsula area. The Art League has grown to include 10 programs per year by well known artists. In 1984 P.A.L. established the Gig Harbor Summer Art Festival and continues to organize that popular annual event, now in its 20th year. The P.A.L. art scholarship program awards annual grants to outstanding high school graduates for college art education. The Open Juried Art Exhibition is P.A.L.'s newest undertaking.

2. The purpose of this exhibition is two fold. First, to give the residents of the Gig Harbor area access to a diverse collection of work by locally and nationally recognized artists from all over the country, and secondly, to establish for Gig Harbor a national reputation as a center for the arts. The art exhibition is expected to draw visitors to Gig Harbor from Washington and other states.

3. Peninsula Art League's members have a 24 year history of planning, organizing and managing events. Last year's first annual Open Juried Art Exhibition was deemed a very successful. Plans for this years show are proceeding smoothly. Attached is a list of the board of directors of The Peninsula Art League

4. A prospectus was created for the Open Regional Juried Art Exhibition to be held in the Gig Harbor Civic center from March 6 until April 1, 2004. The prospectus was sent to regional art centers and organizations and was made available for downloading on The Peninsula Art League web site. 107 artists from all over the west and many other states including Hawaii, Alaska, Illinois and Virginia, have submitted a total of 289 slides to the show chairperson. She has cataloged these entries and forwarded the slides to the Exhibition's juror, internationally acclaimed artist Eric Wiegardt, who will select 75 pieces and 15 alternates for the show. The Art Exhibition will be advertised locally and throughout the Northwest. The first day of the exhibition will be in conjunction with the March Art Walk. The exhibition will kick off with a festive Artists' Reception, to which the public is invited, and during the reception the juror will announce the show's award-winning works of art. During the remainder of the exhibition the doors will be open Monday through Friday from 8am to 5pm, and Saturdays, 10am to 4pm. In conjunction with the exhibition Mr. Wiegardt will teach a 3-day watercolor workshop. The workshop will be held at The Inn at Gig Harbor, where rooms have been reserved for the instructor and out-of-town students. Mr. Wiegardt is a member of the Watercolor Society, National Watercolor Society, Allied Artists of America, International Society of Marine Painters, and the Northwest Watercolor society. His work has exhibited at the Frye Museum, Salmagundi Club, Knickerbocker Artists, National Arts Club, and the Butler Institute of American Art. Among many awards he is the recipient of the American Watercolor Society's Mary S. Litt Medal, the National Watercolor Society's President's Award, the Grumbacher Gold Medal and the coveted John F. and Anna Lee Stacey Scholarship Award. Mr. Wiegardt is the author of Watercolor, Free and Easy, which has sold over 20,000 copies internationally and has influenced countless artists. He continues to teach both professional and beginning watercolor artists.

(If more space is necessary, please continue on the back of this page only)

project title _____

1. project budget

This detail should include all your project expenses (those you request in this grant AND those you receive from other sources).

a) Personnel salaries/professional fees (Indicate rate of pay)

entertainment \$100.00
 instructor, Eric Wiegardt \$2,500.00
 chairperson's donated time \$500.00 \$ 3,100.00

b) Supplies / Materials

reception \$300.00
 workshop \$500.00
 \$ 800.00

c) Space Rental

Inn at Gig Harbor for the workshop
 \$ 250.00

d) Marketing / Promotion

printing of acceptance letters \$200.00
 prospectus printing and postage \$400.00
 City of Gig Harbor printing & mailing \$1,100.00
 \$ 1,700.00

e) Travel (who & where)

 \$

f) Other Expenses (identify)

awards

 \$ 2,500.00

total project cost

Enter in #4 (right-hand column)

\$ 8,350.00

2. cash match

List the sources (anticipated or confirmed) of your cash match.

Admissions / Fees \$ 2,530.00
 Grants / Donations \$
 Government Support \$ 1,100.00
 Other \$
total \$ 3,630.00

Enter in #2 below

3. in kind match

List donated materials & services (i.e., volunteer time, supplies, venue, printing, etc., and their value).

show \$ 500.00
 chairperson \$
 _____ \$
 _____ \$
 _____ \$
 _____ \$
total \$ 500.00

Enter in #3 below

The amount requested from the Arts Commission may equal UP TO 50% OF YOUR TOTAL PROJECT COST. The rest of your project must be supported by funds from other sources (cash match) or donations of goods & services (in-kind match).

1. amount requested \$ 2,000.00
 2. cash match \$ 3,630.00
 3. inkind match \$ 500.00
 4. total project cost \$ 8,350.00

project title **Peninsula Art League Open Juried Art Exhibition 2004**

application requirements checklist

10 Copies (original plus nine)
(please note: application consists of pages 1 through 4 - NO substitutions)

IF APPLICABLE:
1 Artistic Sample Enclosed
(required if project includes creation of new work by professional artist)

- check one: video
 audio cassette
 compact disc
 slides (min 3 - max 10)
 sample publications (min 3 - max 5)

- do not return samples
 return samples (self-addressed, stamped return envelope enclosed)

Grant Disbursement Options
(If your grant request is approved, you will be notified by mail. Terms will be set forth in the City of Gig Harbor Arts Grant contract.)

- check one: funds are needed at the start of the project
 progress payments are acceptable
 full payment on completion is acceptable

It is understood and agreed that any funds awarded as a result of this application are to be used for the purposes set forth herein and that all information listed in this application is verifiable. Furthermore, it is understood that any individual or organization receiving funds agrees to comply with the following:

- a. The Civil Rights Act of 1991, which prohibits discrimination on the basis of race, national origin or color; and
- b. Title IX of the Education Amendments of 1972 which prohibits sex discrimination in education programs or activities; and
- c. The Americans with Disabilities Act of 1990, which requires that all persons be given equal opportunity to participate in programs or services of the organization.

Agree! Signatures of persons named on this application

Peninsula Art League
Legal Name of Organization or Individual

Jan Teed Jan. 19, 2004
 Contact Person (signature) Date

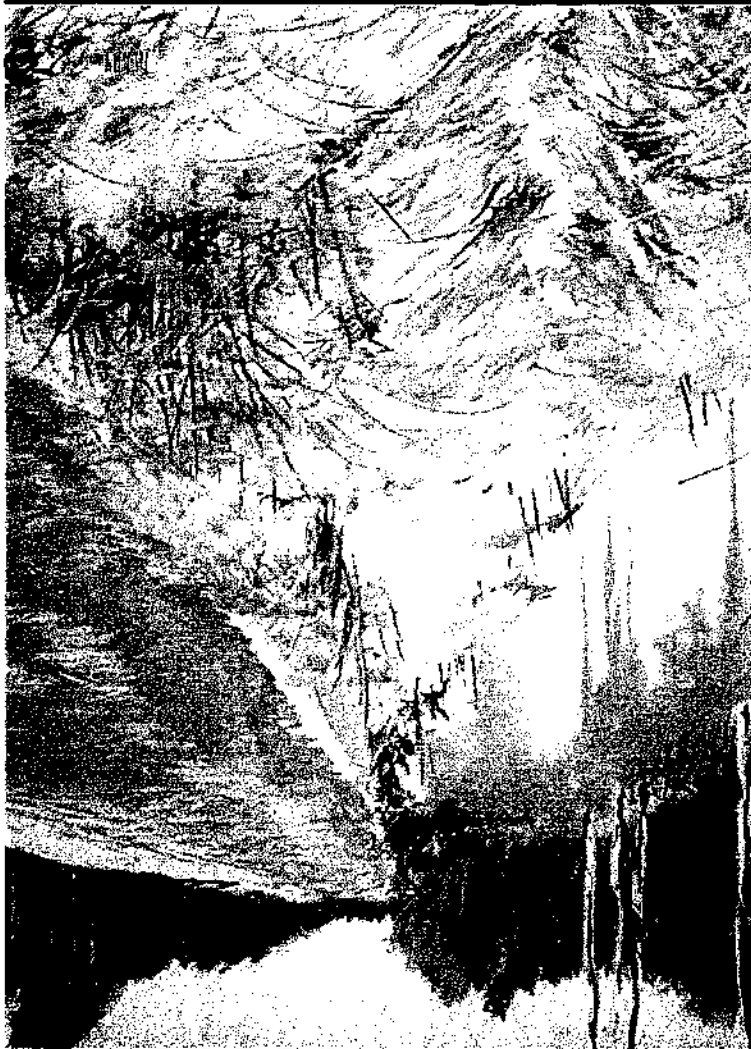
Nancy Rae Lund Jan 19, 2004
 Authorizing Official (signature) Date

**Peninsula Art League Board of Directors
2004**

President	Mary Rae Lund	253-265-4379
1st Vice President	Eric Peavy	235-853-3825
2nd Vice President & Exhibits	Cindy Baij Kate Larsson	253-584-3854 253-265-1662
Secretary	Anne Knapp	253-265-6700
Treasurer	Jon Lonning	253-851-4866



March 6 - April 1, 2004



Peninsula Art League
Juried Art Exhibition

SECOND ANNUAL

Peninsula Art League Presents
**Peninsula Art League
Juried Art Exhibition**

March 6 - April 1, 2004 • Gig Harbor Civic Center
Monday - Friday 8:00 AM - 5:00 PM
Saturday 10:00 AM - 4:00 PM
Sunday, March 6 • Award: 2:00 PM - 4:00 PM

Show closes April 1

Exhibition Chairperson: **Joan Teed**
(253) 265-8580 • alanjoanhere@centurytel.net

Cover art: Mary J. McInnis, Pastel, "Runoff" 2003 Best of Show

www.gigharborguide.com
www.peninsulaartleague.com

Watercolor Workshop with
Eric Wiegardt
March 3 - 5 • 2004

As part of our **2nd Annual Juried Exhibition**, we're delighted to present a special 3-day workshop with renowned watercolor artist Eric Wiegardt.

Eric is a member of the Northwest Watercolor Society and the National Watercolor Society. His paintings can be found in many private and corporate collections.

www.ericwiegardt.com

Special hotel rates are available at the event's host hotel — the beautiful INN at Gig Harbor — for only \$89 per night (plus tax). Make your reservations as soon as possible, as rooms fill quickly. (253) 858-1111.

Workshop Fees:

Peninsula Art League Members: \$250
Non-Members: \$300

Need a registration form, or have questions?

Workshop Chairperson: **Yulene Brasel**
(253) 853-3623 • callignart@juno.com

**AGREEMENT BETWEEN GIG HARBOR AND PENINSULA COMMUNITY CHORUS
FOR DISTRIBUTION OF
GIG HARBOR ARTS COMMISSION PROJECT GRANT FUNDS**

This Agreement is made and entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and the PENINSULA COMMUNITY CHORUS, a 501-C3 corporation of Washington, PO Box 1461, Gig Harbor, WA, 98335, (hereinafter "PENINSULA COMMUNITY CHORUS"), for the distribution of Gig Harbor Arts Commission Project Grant Funds for the express purposes described in this agreement.

WHEREAS, the City established the Gig Harbor Arts Commission to recommend art projects that involve city residents and the most appropriate use of the Project Grant Funds (pursuant to Ordinance 876); and

WHEREAS, the Gig Harbor Art Commission made a recommendation to the City Council that Four hundred fifty dollars and no cents (\$450.00) be given to the PENINSULA COMMUNITY CHORUS to pay for performer's fees, and as further described in the grant application submitted by PENINSULA COMMUNITY CHORUS, attached hereto as Exhibit A; and

WHEREAS, the City desires to disburse such funds to PENINSULA COMMUNITY CHORUS for the purposes set forth in the grant application and as set forth in this Agreement; Now, Therefore,

In consideration of the terms, conditions and covenants contained herein, the parties hereto agree as follows:

Section 1. Scope of Activities. The City shall provide Four Hundred Fifty Dollars (\$450.00) in funding to PENINSULA COMMUNITY CHORUS to perform the following activities and no others:

To help to pay performer's fees for the Spring Concert 2004 to be held at the United Methodist Church on Pioneer Street.

Section 2. Term. This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2005 unless sooner terminated as provided herein. Sections 4, 9 and 11 of this agreement shall survive the termination of this agreement.

Section 3. Distribution and Payment. The total funding provided by the City to PENINSULA COMMUNITY CHORUS under this Agreement shall not exceed Four Hundred Fifty Dollars (\$450.00) and will be paid upon receipt of invoice from PENINSULA COMMUNITY CHORUS. PENINSULA COMMUNITY CHORUS shall expend the funds prior to December 31, 2005. Any funds not spent by December 31, 2005 shall be promptly returned to the City.

Section 3. Distribution and Payment. The total funding provided by the City to PENINSULA COMMUNITY CHORUS under this Agreement shall not exceed Four Hundred Fifty Dollars (\$450.00) and will be paid upon receipt of invoice from PENINSULA COMMUNITY CHORUS. PENINSULA COMMUNITY CHORUS shall expend the funds prior to December 31, 2005. Any funds not spent by December 31, 2005 shall be promptly returned to the City.

Section 4. Auditing of Records, Documents and Reports. PENINSULA COMMUNITY CHORUS shall maintain books, records, documents and other materials that sufficiently and properly reflect all expenditures made pursuant to this Agreement. The City Finance Director and any of his/her representatives shall have full access and the right to examine and copy, during normal business hours, all of the records of PENINSULA COMMUNITY CHORUS with respect to matters covered in this Agreement. Such rights shall last for six (6) years from the date the disbursement is made hereunder.

Section 5. Compliance with Federal, State and Local Laws. PENINSULA COMMUNITY CHORUS agrees to abide by all applicable federal and state statutes and regulations prohibiting employment discrimination, and any other statutes and regulations pertaining to the subject matter of this Agreement.

Section 6. Reporting. PENINSULA COMMUNITY CHORUS agrees to produce a final report summarizing the expenditures of the funds distributed under this Agreement on or before January 31, 2006. In addition, copies of invoices for all reported expenditures shall be submitted to the City with this report.

Section 7. Recapture and Noncompliance. In the event of a final determination by a court of competent jurisdiction that PENINSULA COMMUNITY CHORUS has failed to expend the grant funds in accordance with state law and this Agreement, the City reserves the right to commence an action against PENINSULA COMMUNITY CHORUS to recover said funds, in addition to all of the City's other available remedies at law.

Section 8. Legal Relations. Neither PENINSULA COMMUNITY CHORUS, nor any employee, officer, official or volunteer of PENINSULA COMMUNITY CHORUS shall be deemed to be an independent contractor, employee or volunteer of the City. No liability shall attach to PENINSULA COMMUNITY CHORUS or the City by reason of entering into this Agreement except as expressly provided herein.

Section 9. Indemnification. PENINSULA COMMUNITY CHORUS agrees to be responsible for and assumes liability for its own negligent acts or omissions, and those of its officers, agents, officials, employees or volunteers while performing work or expending funds pursuant to this Agreement to the fullest extent provided by law, and agrees to save, indemnify, defend and hold the City harmless from any such liability. This indemnification clause shall apply to any and all causes of action arising out of performance of work or expenditures of funds under this Agreement. Each contract for

services or activities utilizing funds provided in whole or in part by this Agreement shall include a provision that the City is not liable for injuries, damages or claims for damages arising from the performance of any activity by an employee, contractor, subcontractor or independent contractor of PENINSULA COMMUNITY CHORUS under this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to expiration or termination.

Section 10. Severability. If any phrase, sentence or provision of this agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of this agreement, and to this end the provisions of this agreement are declared to be severable.

Section 11. Attorneys' Fees. In the event that the City is required to institute a lawsuit against PENINSULA COMMUNITY CHORUS to enforce any of the terms of this Agreement and the City prevails in such lawsuit, PENINSULA COMMUNITY CHORUS agrees to reimburse the City for its reasonable costs, expenses, attorneys' fees and expert witness fees, including such costs, expenses and fees incurred in any appeal.

Section 12. Recipients of Gig Harbor Arts Commission grants must agree to add the City of Gig Harbor logo to any marketing and promotional materials generated as part of any activity or project funded through City of Gig Harbor Arts Commission grants. The City of Gig Harbor logo is a trademarked logo, available for us by permission of the City of Gig Harbor, and required as recognition for the City of Gig Harbor's support on any promotional material grant recipients produce.

Section 13. Entire Agreement. This document contains all covenants, agreements and stipulations of the parties on the subject matter expressed herein. No changes, amendments or modifications of the terms of this Agreement shall be valid unless reduced to writing and signed by the duly authorized representatives of both parties as an amendment to this Agreement.

DATED this ___th day of _____, 2004.

THE CITY OF GIG HARBOR

By _____
Its Mayor

PENINSULA COMMUNITY CHORUS

By Meribeth Searns
Its Treasurer

ATTEST:

Molly Towslee, City Clerk

APPROVED AS TO FORM:

Carol A. Morris, City Attorney

GIG HARBOR ARTS COMMISSION grant application

complete application

All application materials must be typewritten or clearly printed. DO NOT SUBSTITUTE THESE FORMS. Completed applications must be received by the postmark deadline. Late or faxed applications will not be accepted. Incomplete applications will be immediately ineligible. Application forms and Grant Guidelines can be downloaded at www.cityofgigharbor.net.

project title PENINSULA COMMUNITY CHORUS SPRING CONCERT 2004
total grant amount requested \$1,000.00
fiscal/grant year 2004

legal name of organization
or individual PENINSULA COMMUNITY CHORUS
address P.O. Box 1461
city, state & zip code Gig Harbor, WA 98335
telephone & e-mail 360-876-8434 ivertz@charter.net
contact person & title Beth Mears
telephone & e-mail 253-858-2650 meriwife@hotmail.com
address 13806 12th Ave. NW
city, state & zip code Gig Harbor, WA 98332

project summary A brief project description, event date and location as applicable.

PCC produces a concert every spring, and the centerpiece for March 27, 2004 is Faure's Requiem, appropriate for the weeks preceding Easter. Other shorter tunes will bring the audience into the season of longer days and spring blooms. PCC will hire local professional instrumentalists. The concerts will be at the United Methodist Church on Pioneer.

project narrative

1. **Organizational Background** (Brief history, goals or mission, current programs, activities and accomplishments.)
2. **Purpose of Request: Goals and Outcomes** (How will this project increase general public access to the arts in Gig Harbor? How will you evaluate the effectiveness and/or the benefits of the project?)
3. **Organizational Capacity** (Why you are well-positioned to implement this proposal request. Attach a current board of directors list. If an individual, attach a resume.)
4. **New Artwork** (If applicable, describe how the artist(s) was selected, including credentials of those selecting the artist. If new artwork is being created by non-professionals, describe professionals supervising project and their qualifications.)

PCC has existed as a committed civic group of singers since the early 1950s, and was incorporated as a nonprofit in the early 90s. In addition to producing two regular concert seasons, the choir appears at local events like Starry Night and the Christmas tree lighting. A recent and very successful activity was the first annual Messiah Sing-Along. There was no charge for admission; all donations were turned over to the United Methodist Church. A smaller group within the chorus is available for entertainment for organizations and business groups.

Our goal is to provide learning and entertainment through widely varied musical selections. Auditions are not allowed for general chorus membership; we want all who love music to join us. Members pay dues and buy their own music, and meet once weekly for @ 12 weeks to prepare for a performance. But the primary reason members show up at practice is for the joy of singing.

Audience attendance is our best proof of success in bringing art to the public.

The choir sang to a full house in its November 2003 evening concert, and between 80 and 100 attended the Messiah Sing-Along. Advertising appears in the Peninsula

Gateway, the Key Peninsula News, the Port Orchard Independent, the Bremerton Sun,

and the Tacoma News Tribune. Space above Harborview is already reserved for PCC's banner. We can also measure the effectiveness of our efforts by the comments of guests at the dessert and coffee gatherings after each concert. it's at these times that we get the most encouragement to continue our efforts, when guests express delight over the selections, soloists, the good humor evident, and again, the pure joy of singing.

PCC's longevity is one reason we are the best source for choral music in the area. Another reason is the experienced board (listed on an attached page). Taken together, board members know the ropes for contacting media sources, locating performance opportunities, making contacts within the musical community, and working with theatre and lighting experts to produce visually entertaining concerts. Our director, Bob Hogins, works with a creative production team to put finishing touches together.

Receipt of the Gig Harbor Arts Commission Grant will enable the Peninsula Community

Chorus to produce another quality concert season and to provide reasonably priced entertainment for all ages in the greater Peninsula.

(if more space is necessary, please continue on the back of this page only)

1. project budget

This detail should include all your project expenses (those you request in this grant AND those you receive from other sources).

a) Personnel (salaries/professional fees (indicate rate of pay))

For details see attachment 1

\$ 2,550

b) Supplies / Materials

For details see attachment 1

\$ 420

c) Space Rental

\$

d) Marketing / Promotion

For details see attachment 1

\$ 460

e) Travel (who & where)

\$

f) Other Expenses (rental)

For details see attachment 1

\$ 530

total project cost

\$ 3,960

Enter in #4 (right-hand column)

2. cash match

List the sources (anticipated or confirmed) of your cash match:

Admissions / Fees	\$ <u>2,000</u>
Grants / Donations	\$ <u>500</u>
Government Support	\$
Other	\$ <u>100</u>
total	\$ <u>2,600</u>

Enter in #2 below

3. in kind match

List donated materials & services (i.e. volunteer time, supplies, venue, printing, etc. and their value)

Printing	\$ <u>60</u>
Artwork	\$ <u>100</u>
Administrative	\$
and travel	\$ <u>200</u>
	\$
total	\$ <u>360</u>

Enter in #3 below

The amount requested from the Arts Commission may equal UP TO 50% OF YOUR TOTAL PROJECT COST. The rest of your project must be supported by funds from other sources (cash match) or donations of goods & services (in-kind match).

1. amount requested	\$ <u>1,000</u>
2. cash match	\$ <u>2,600</u>
3. inkind match	\$ <u>360</u>
4. total project cost	\$ <u>3,960</u>

project title PCC Spring Concert 2004

application requirements checklist

10 Copies (original plus nine)
(please note: application consists of pages 1 through 4 - NO substitutions)

IF APPLICABLE:
1 Artistic Sample Enclosed
(required if project includes creation of new work by professional artist)

check one: video
 audio cassette
 compact disc
 slides (min 3 - max 10)
 sample publications (min 3 - max 5)

do not return samples
 return samples (self-addressed, stamped return envelope enclosed)

Grant Disbursement Options
(If your grant request is approved, you will be notified by mail. Terms will be set forth in the City of Gig Harbor Arts Grant contract.)

check one: funds are needed at the start of the project
 progress payments are acceptable
 full payment on completion is acceptable

It is understood and agreed that any funds awarded as a result of this application are to be used for the purposes set forth herein and that all information listed in this application is verifiable. Furthermore, it is understood that any individual or organization receiving funds agrees to comply with the following:

- a. The Civil Rights Act of 1991, which prohibits discrimination on the basis of race, national origin or color; and
- b. Title IX of the Education Amendments of 1972 which prohibits sex discrimination in education programs or activities; and
- c. The Americans with Disabilities Act of 1990, which requires that all persons be given equal opportunity to participate in programs or services of the organization.

Agreed Signatures of persons named on this application

Peninsula Community Chorus
Legal Name of Organization or Individual

Deth Means 1/15/04
Contact Person (signature) Date

Ronnie Vert 1-18/04
Authorizing Official (signature) Date

ATTACHMENT I (Item 1. Project budget)

Details to Line A:	Salary for Music Director	\$ 850
	Salary for accompanist	300
	String orchestra	1000
	Soloists	400
Details to Line B:	Music for director, accompanist, orchestra and soloists	380
	Office supplies	20
	Tickets	20
Details to Line D:	Mailings: Concert announcements	60
	Mailings: Rehearsal call	40
	Posters, flyers	60
	Artwork	100
	Street banner	140
	Programs	60
Details to Line F:	Insurance	255
	P.O. Box rental	55
	Newspaper ad	140
	Supplies for reception	20
	State registration	10
	Flowers	50

ATTACHMENT II (Item 2. Cash match)

Admissions	\$1,200
Membership fees	800

Private donations:	
Braile	400
Marontate	100

Advertisements in concert Program	100
--------------------------------------	-----

**AGREEMENT BETWEEN GIG HARBOR AND GIG HARBOR PENINSULA
HISTORICAL SOCIETY FOR
DISTRIBUTION OF GIG HARBOR ARTS COMMISSION PROJECT GRANT FUNDS**

This Agreement is made and entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and the GIG HARBOR PENINSULA HISTORICAL SOCIETY, A 501-C3 non-profit corporation of Washington, PO Box 744, Gig Harbor, WA, 98335, (hereinafter "GHPHS"), for the distribution of Gig Harbor Arts Commission Project Grant Funds for the express purposes described in this agreement.

WHEREAS, the City established the Gig Harbor Arts Commission to recommend art projects that involve city residents and the most appropriate use of the Project Grant Funds (pursuant to Ordinance 876); and

WHEREAS, the Gig Harbor Art Commission made a recommendation to the City Council that One Thousand Four Hundred Dollars and no cents (\$1,400.00) be given to the GHPHS to pay for a scanner and supplies, and as further described in the grant application submitted by GHPHS and attached hereto as Exhibit A; and

WHEREAS, the City desires to disburse such funds to GHPHS for the purposes set forth in the grant application and as set forth in this Agreement; Now, Therefore,

In consideration of the terms, conditions and covenants contained herein, the parties hereto agree as follows:

Section 1. Scope of Activities. The City shall provide One Thousand Four Hundred Dollars (\$1,400.00) in funding to GHPHS to perform the following activities and no others:

To purchase a scanner and supplies to scan all of the society's 4,500+ photographs, slides, and negatives and to download the digital images for the society's collection of historic photographs to be made readily accessible to the public on the Historical Society's premises.

Section 2. Term. This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2005 unless sooner terminated as provided herein. Sections 4, 9 and 11 of this agreement shall survive the termination of this agreement.

Section 3. Distribution and Payment. The total funding provided by the City to GHPHS under this Agreement shall not exceed One Thousand Four Hundred Dollars (\$1,400.00) and will be paid upon receipt of invoice from GHPHS. GHPHS shall expend the funds prior to December 31, 2005. Any funds not spent by December 31, 2005 shall be promptly returned to the City.

Section 4. Auditing of Records, Documents and Reports. GHPHS shall maintain books, records, documents and other materials that sufficiently and properly reflect all expenditures made pursuant to this Agreement. The City Finance Director and any of his/her representatives shall have full access and the right to examine and copy, during normal business hours, all of the records of GHPHS with respect to matters covered in this Agreement. Such rights shall last for six (6) years from the date the disbursement is made hereunder.

Section 5. Compliance with Federal, State and Local Laws. GHPHS agrees to abide by all applicable federal and state statutes and regulations prohibiting employment discrimination, and any other statutes and regulations pertaining to the subject matter of this Agreement.

Section 6. Reporting. GHPHS agrees to produce a final report summarizing the expenditures of the funds distributed under this Agreement on or before January 31, 2006. In addition, copies of invoices for all reported expenditures shall be submitted to the City with this report.

Section 7. Recapture and Noncompliance. In the event of a final determination by a court of competent jurisdiction that GHPHS has failed to expend the grant funds in accordance with state law and this Agreement, the City reserves the right to commence an action against GHPHS to recover said funds, in addition to all of the City's other available remedies at law.

Section 8. Legal Relations. Neither GHPHS, nor any employee, officer, official or volunteer of GHPHS shall be deemed to be an independent contractor, employee or volunteer of the City. No liability shall attach to GHPHS or the City by reason of entering into this Agreement except as expressly provided herein.

Section 9. Indemnification. GHPHS agrees to be responsible for and assumes liability for its own negligent acts or omissions, and those of its officers, agents, officials, employees or volunteers while performing work or expending funds pursuant to this Agreement to the fullest extent provided by law, and agrees to save, indemnify, defend and hold the City harmless from any such liability. This indemnification clause shall apply to any and all causes of action arising out of performance of work or expenditures of funds under this Agreement. Each contract for services or activities utilizing funds provided in whole or in part by this Agreement shall include a provision that the City is not liable for injuries, damages or claims for damages arising from the performance of any activity by an employee, contractor, subcontractor or independent contractor of GHPHS under this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to expiration or termination.

Section 10. Severability. If any phrase, sentence or provision of this agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the

remainder of this agreement, and to this end the provisions of this agreement are declared to be severable.

Section 11. Attorneys' Fees. In the event that the City is required to institute a lawsuit against GHPHS to enforce any of the terms of this Agreement and the City prevails in such lawsuit, GHPHS agrees to reimburse the City for its reasonable costs, expenses, attorneys' fees and expert witness fees, including such costs, expenses and fees incurred in any appeal.

Section 12. Recipients of Gig Harbor Arts Commission grants must agree to add the City of Gig Harbor logo to any marketing and promotional materials generated as part of any activity or project funded through City of Gig Harbor Arts Commission grants. The City of Gig Harbor logo is a trademarked logo, available for use by permission of the City of Gig Harbor, and required as recognition for the City of Gig Harbor's support on any promotional material grant recipients produce.

Section 13. Entire Agreement. This document contains all covenants, agreements and stipulations of the parties on the subject matter expressed herein. No changes, amendments or modifications of the terms of this Agreement shall be valid unless reduced to writing and signed by the duly authorized representatives of both parties as an amendment to this Agreement.

DATED this 11th day of March, 2004.

THE CITY OF GIG HARBOR

THE Gig Harbor Peninsula Historical Society

By _____
Its Mayor

By [Signature]
Its Executive Director

ATTEST:

Molly Towslee, City Clerk

APPROVED AS TO FORM:

Carol A. Morris, City Attorney

GIG HARBOR ARTS COMMISSION grant application

complete application

All application materials must be typewritten or clearly printed. DO NOT SUBSTITUTE THESE FORMS. Completed applications must be received by the postmark deadline. Late or faxed applications will not be accepted. Incomplete applications will be immediately ineligible. Application forms and Grant Guidelines can be downloaded at www.cityofgigharbor.net.

project title Photograph Scanning Project

total grant amount requested \$1,400

fiscal/grant year 2004

legal name of organization
or individual

Gig Harbor Peninsula Historical Society

address

PO Box 744

city, state & zip code

Gig Harbor, WA 98335

telephone & e-mail

253/858-6722, jennifer@gigharbormuseum.org

contact person & title

Jennifer Kilmer, Executive Director

telephone & e-mail

253/858-6722, jennifer@gigharbormuseum.org

address

PO Box 744

city, state & zip code

Gig Harbor, WA 98335

project summary A brief project description, event date and location as applicable.

Funding is requested to make the society's collection of historic photographs, and the associated image information, readily accessible to the public. The goal of this project is to scan all of the society's 4,500+ photographs, slides, and negatives and to download the digital images into the society's collection management database. Funds from the City of Gig Harbor will be used to purchase a high quality flatbed scanner with adaptors to scan large format and 35mm negatives, transparencies, and slides. When the project is complete, visitors to the museum's research room will be able to search for images on a computer database, view a crisp image, and read all known information relating to the image.

project narrative

1. **Organizational Background** (Brief history, goals or mission, current programs, activities and accomplishments.)
2. **Purpose of Request: Goals and Outcomes** (How will this project increase general public access to the arts in Gig Harbor? How will you evaluate the effectiveness and/or the benefits of the project?)
3. **Organizational Capacity** (Why you are well-positioned to implement this proposal request. Attach a current board of directors list. If an individual, attach a resume.)
4. **New Artwork** (If applicable, describe how the artist(s) was selected, including credentials of those selecting the artist. If new artwork is being created by non-professionals, describe professionals supervising project and their qualifications.)

Organizational Background: The Gig Harbor Peninsula Historical Society (GHPHS) was founded in 1963, opened a museum in 1973, and was awarded 501(c)(3) public charity status in 1976. The mission of the society is to create opportunities to experience the heritage of the greater Gig Harbor communities. We do this by collecting, preserving, and sharing this area's history. The society's current programs include gallery exhibits reflecting the history of the harbor and its inhabitants, educational outreach to local schools (over 700 children experienced a visit by our education coordinator in 2003), and community events such as the Heritage Row and History Cruise promoting the Peninsula's history. The organization's current annual operating budget is just over \$160,000.

Purpose of Request: Funding is requested to make the society's collection of historic photographs, and the associated image information, readily accessible to the public. The goal of this project is to scan all of the society's 4,500+ photographs, slides, and negatives and to download the digital images into the society's collection management database, PastPerfect. This database is endorsed by the American Association of State and Local History. Funds from the City of Gig Harbor will be used to purchase a high quality flatbed scanner with adaptors to scan large format and 35mm negatives, transparencies, and slides.

The society's photograph, negative, and slide collection is made up of almost 5,000 images dating from the late 1800s to present. The collection includes images of steamboats, ferries, and fishing boats; community events dating back to 1917; the construction and collapse of the first Tacoma Narrows Bridge and the construction of the second bridge; historic buildings; early Peninsula businesses; logging; farming; schools; churches; harbor views; and portraits of harbor pioneers.

Continued on back

Almost daily, the society receives requests regarding the photograph collection. These requests come from researchers, students, artists, newspaper reporters, television producers, business people, and residents. The images are used for research, school projects, source material for artistic works, and personal and commercial display. Local and regional artists have been successful in using society images as source material for paintings and sculptures (e.g. the Fishermen's Memorial and the steel mural at Gig Harbor Civic Center).

At present, public access to the society's photograph collection is through a paper catalog system of 17 binders. Each binder contains photocopies of images filed according to subject matter. This system has limitations: the public is viewing photocopies that lack detail, the information accompanying the photocopies is incomplete, and information on many slides and negatives has not been processed into the catalogs. GHPHS staff has scanned a small number of historic photos into our computer system, but at mixed resolutions, and these images are not accessible to the public. The society's current photo scanner was donated and does not have a slide or negative adaptor. The quality of the scanner is acceptable for general purposes, but it does not have the features necessary to capture the subtle shadows and coloring of older photographs and slides.

Our photograph scanning project seeks to improve both the quality and quantity of public access through the use of technology. For the project, detailed information about each image will be gathered from accession records and catalogs, and entered into the database along with the scanned image.

Improved public access to the society's collection will begin almost immediately upon purchase of a new photograph scanner. A computer will be made available in the research room allowing access to the photograph database. Visitors will be able to search for images using PastPerfect's search tools and view crisp images and relevant information. The system will allow for images to be printed directly from the database, including information about the images and a proof of the image (see attached sample). Volunteers, trained by staff, will be available to assist the public in their image searches. GHPHS will monitor the effectiveness of the project by maintaining a log book to track visitor use of the photograph database, and visitor feedback on the accessibility of the system.

Organizational Capacity: GHPHS is well positioned to begin the photograph scanning project immediately upon purchase of the scanner. Collections volunteers have been using the PastPerfect database since 2002 and are comfortable with data entry. Staff will set criteria for scanning and data entry and then train select volunteers to scan the images into the photograph database. A computer is scheduled to be installed in the research room of the GHPHS museum the week of January 19, 2004 and will be available for both volunteer and visitor access to the digital photo archive. Additionally, GHPHS' computer systems are in the process of being upgraded to accommodate the increased memory that will be required to process and store 5000+ digital images.

1. project budget

This detail should include all your project expenses (those you request in this grant AND those you receive from other sources)

a) Personnel - salaries/professional fees (indicate rate of pay)
 Jennifer Kilmer, project manager, \$25/hour (5 hrs)
 Vicki Blackwell, setup & training, \$18/hour (60 hrs.)
 Volunteers, scanning/data entry \$ 2,405

(15/hr) 80 hrs)
 b) Supplies / Materials
 Scanner with adaptors

 _____ \$ 1,400

c) Space Rental

 _____ \$

d) Marketing / Promotion

 _____ \$

e) Travel (who & where)

 _____ \$

f) Other Expenses (identify)

 _____ \$

total project cost \$ 3,805

Enter in #4 (right-hand column)

2. cash match

List the sources (anticipated or confirmed) of your cash match:

Admissions / Fees \$ _____
 Grants / Donations \$ _____
 Government Support \$ _____
 Other \$ 1,205 (salary)
total \$ 1,205

Enter in #2 below

3. in kind match

List donated materials & services (i.e. volunteer time, supplies, venue, printing, etc. and their value)

Volunteers \$ 1,200 (80 hrs)
 _____ \$ _____
 _____ \$ _____
 _____ \$ _____
 _____ \$ _____
total \$ 1,200

Enter in #3 below

The amount requested from the Arts Commission may equal UP TO 50% OF YOUR TOTAL PROJECT COST. The rest of your project must be supported by funds from other sources (cash match) or donations of goods & services (in-kind match).

1. amount requested \$ 1,400
 2. cash match \$ 1,205
 3. inkind match \$ 1,200
 4. total project cost \$ 3,805

project title Photographic Scanning Project

application requirements checklist

10 Copies (original plus nine)
(please note: application consists of pages 1 through 4 - NO substitutions)

IF APPLICABLE:
1 Artistic Sample Enclosed
(required if project includes creation of new work by professional artist)

check one: video
 audio cassette
 compact disc
 slides (min 3 - max 10)
 sample publications (min 3 - max 5)

do not return samples
 return samples (self-addressed, stamped return envelope enclosed)

Grant Disbursement Options
(If your grant request is approved, you will be notified by mail. Terms will be set forth in the City of Gig Harbor Arts Grant contract.)

check one: funds are needed at the start of the project
 progress payments are acceptable
 full payment on completion is acceptable

It is understood and agreed that any funds awarded as a result of this application are to be used for the purposes set forth herein and that all information listed in this application is verifiable. Furthermore, it is understood that any individual or organization receiving funds agrees to comply with the following:

- a. The Civil Rights Act of 1991, which prohibits discrimination on the basis of race, national origin or color; and
- b. Title IX of the Education Amendments of 1972 which prohibits sex discrimination in education programs or activities; and
- c. The Americans with Disabilities Act of 1990, which requires that all persons be given equal opportunity to participate in programs or services of the organization.

Agreed Signatures of persons named on this application

Gig Harbor Peninsula Historical Society

Legal Name of Organization or Individual

Contact Person (signature)

Authorizing Official (signature)

Date

Date

1-20-04

1-20-04

Executive Director



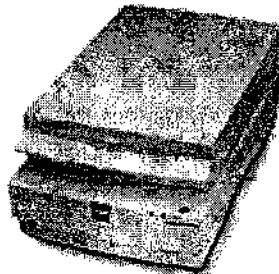
Scanners

search

Within Products Within Support

[Home](#) [Account](#) [Help](#) [My Epson](#) [Shopping Cart](#) [Help](#)

Epson Expression 1680 Professional



- Product Information
- Overview
- Features & Benefits
- Specifications
- What's in the Box?
- Accessories
- Warranty
- Technical Support

- Products
- Printers
- All-In-Ones
- Scanners
- Multimedia Projectors
- Home Entertainment
- Ink Cartridges
- Paper & Media
- Supplies & Accessories
- Software
- Clearance Center

- Solutions For
- Professional Graphics
- Photographers
- Education
- Government
- Craft Projects

- Drivers & Support
- Drivers & Downloads
- Manuals & Documents
- Troubleshooting & FAQs

- News
- Announcements
- Press Releases
- Promotions

E1680-PRO
Our Price: \$1,149.00*
 Out of Stock at the Epson Store
 Notify Me Where to Buy

Overview

- 1600 x 3200 dpi optical resolution
- Exceptional dynamic range (up to 3.6 Dmax for transparency scanning)
- Dual-Focus Mechanism
- High-speed scans and previews
- USB and SCSI connectivity with optional FireWire® interface

[Epson Expression 1680 Product Information](#)

The remarkable 1600 dpi, 48-bit scanner for graphic arts professionals.

A remarkable breakthrough in high quality imaging, the Epson Expression® 1680 is Epson's first 1600 x 3200 dpi flatbed scanner to feature 48-bit color and a 3.6 Dmax. Optimized to deliver enhanced colors, subtle highlights, and sharp shadow detail, this affordable scanner sets a new standard in image quality.

The Epson Expression 1680 blazes through each scan with reliable performance and minimum noise. Our exclusive ColorTrue® II Imaging System and MatrixCCD™ technology combine custom optics, a xenon lamp, Dynamic Range Control, and superior image processing.

With the highest price/performance ratio in its category, this durable unit is perfect for busy graphics professionals and photographers. Quickly and accurately, it delivers extraordinary results with virtually any original, from reflective media up to 8.5" x 11.7" and 35mm to 8" x 10" transparencies. Its quick-and-easy batch scanning capabilities help your customers increase productivity, while its Dual-Focus Mechanism, in combination with its custom film holders, eliminates "Newton Ring" problems.

The scanner supports both USB and SCSI connectivity. And, with the optional high-speed FireWire® interface, it's compatible with both the Power

Other# PF-908-SHYLNE/OP
 Id#
 Accession# 2002.030
 Category 8: Communication Artifact
 Subcategory Documentary Artifact



Source Zimmerman, Elaine
 Creditline
 Home loc Resource Room
 Recas Gift
 Recdate

Description Family photograph of Shyleen Family. Picture and Negative are copies from original which was returned.

Earlydate 1890
 Latedate
 Studio Lyme
 Neg Loc
 Print 6.75" x 5"
 Film size
 Orig/Copy
 Frame#
 Slide#
 Negative#

Collection
 Title Birthday Party-Photo taken in 1890
 Photographer

Place
 Event
 Medium
 Frame
 Proc Method
 Copyright

Catdate 09/02/2002
 Authy AL
 Display value
 Publications

Maint start 11/02/2002
 Maint cycle
 Condition Good
 Condition by

Appraisor
 App notes

Ins policy#
 Ins company
 Ins rep

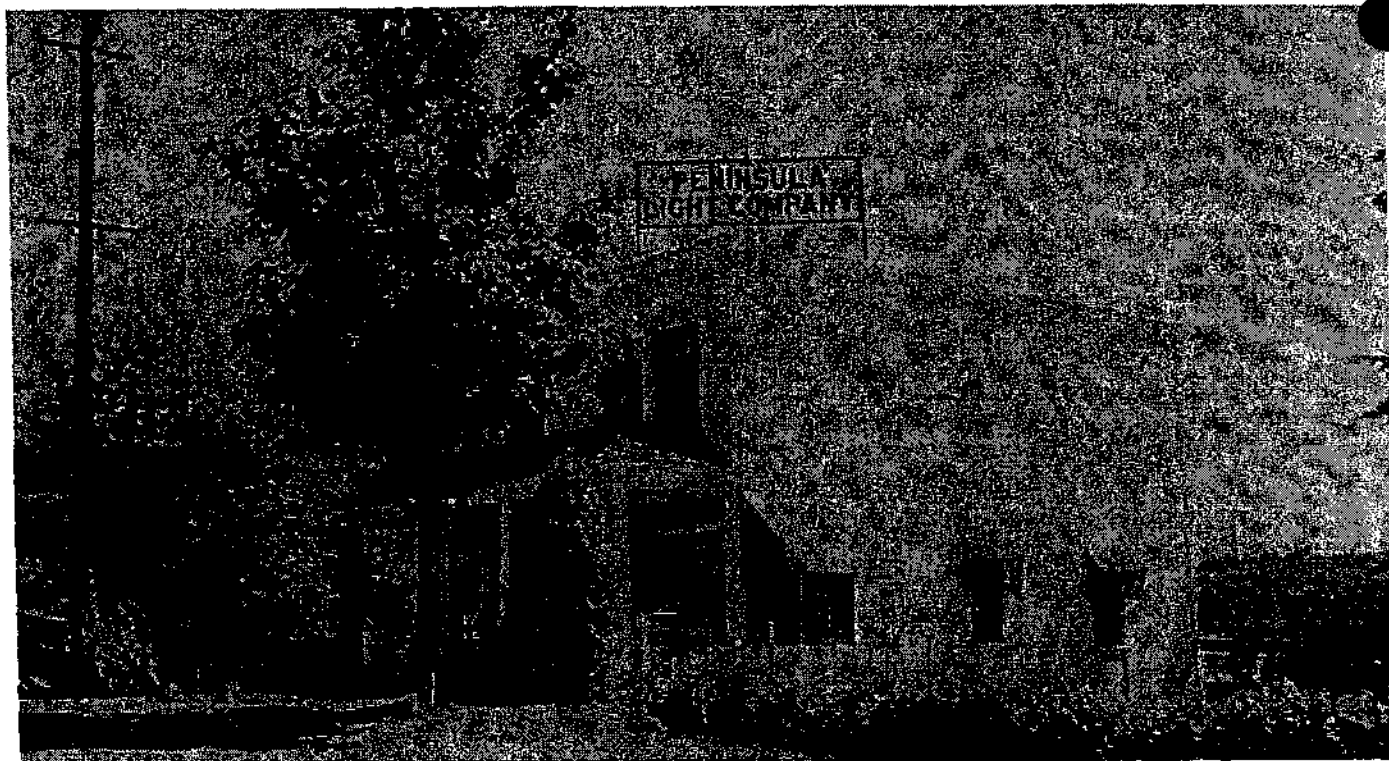
Temp loc
 Date
 Invn date

Subjects
 Search terms

Notes
 Updated/by 06/30/2003 02:54 PM

Status date
 Status by
 Status
 Provenance
 Maint notes
 Cond date
 Cond notes
 Acq value
 Value date
 Current value min
 Current value max
 Ins phone#
 Ins premium
 Ins value
 Policy exp date
 By/Until
 Invn by
 Classification
 People Peterson J. and E. and M.
 Shyleen (Grandma and Pa)
 Shyleen M./

SAMPLE =
 CATALOG Page
 PRINTOUT WITH
 PHOTO INFO



SAMPLE:
Study Print

Description

View of Peninsula Light Co.; at one time Evelyn Hunt Constable had a studio on the 2nd floor and gave piano lessons; Also known as Eve-Glo Studio (Evelyn played piano - Gloria Hunt dance); now site of Beach Basket, Means Ornamental Shops (1992).

People

Hunt/



January 20, 2004

Lita Dawn Stanton
Gig Harbor Arts Commission
City of Gig Harbor
3510 Grandview St.
Gig Harbor, WA 98335


Dear Ms. Stanton:

Thank you for the opportunity to submit the attached application for funding to the Gig Harbor Arts Commission. We appreciate the City of Gig Harbor's support for the arts in our community, and value the important work of the Commission in promoting and sustaining arts organizations in Gig Harbor.

The attached application outlines our proposed photograph scanning project which is designed to make the Gig Harbor Peninsula Historical Society's collection of 4500+ historic photographs, and the associated image information, readily accessible to the public. With support from the Gig Harbor Arts Commission, we believe we can vastly improve accessibility to our photo archives, and in doing so provide a valuable service to museum visitors.

Please feel free to call me with any questions regarding our application. Thank you again for the opportunity to apply for funding to meet this important program need.

Sincerely,



Jennifer Kilmer
Executive Director

218 Harborview Drive
PO Box 744
Gig Harbor, WA
98335-0744
phone 253/858-6722
fax 253/853-4211
e-mail info@gigharbormuseum.org
web www.gigharbormuseum.org

**AGREEMENT FOR DISTRIBUTION OF
GIG HARBOR ARTS COMMISSION PROJECT GRANT FUNDS
BETWEEN GIG HARBOR AND PENINSULA UNITED MUSIC ASSOCIATION**

This agreement is made and entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and the Peninsula United Music Association, a 501-C3 non-profit corporation of Washington, PO Box 2034, Gig Harbor, WA, 98335, (hereinafter "PUMA"), for the distribution of Gig Harbor Arts Commission Project Grant Funds for the express purposes described in this agreement.

WHEREAS, the City established the Gig Harbor Arts Commission to recommend art projects that involve city residents; the most appropriate use of the Project Grant Funds (pursuant to Ordinance 876); and

WHEREAS, the Gig Harbor Art Commission made a recommendation to the City Council that One Thousand Dollars and no cents (\$1,000.00) be given to the PUMA to pay for an adjudicator for student awards for the Seventh annual Nancy Jane Bare Student Recognition Recital to be held Friday, May 7, 2004 at the Agnes Dei Lutheran Church, and as further described in the grant application submitted by PUMA; and

WHEREAS, the City desires to disburse such funds to PUMA for the purposes set forth in the grant application and as set forth in this Agreement; Now, Therefore,

WHEREAS, the Gig Harbor Arts Commission made its recommendation to the City Council, to provide one thousand dollars and no cents (\$1,000.00) in funding to PUMA for the purposes authorized by statute and this Agreement; and

WHEREAS, the City desires to provide the funds to PUMA, to perform the activities described herein; Now, Therefore,

In consideration of the terms, conditions and covenants contained herein, the parties hereto agree as follows:

Section 1. Scope of Activities. The City shall provide One Thousand Dollars (\$1,000.00) in funding to PUMA to perform the following activities and no others:

To pay for concert production costs including printing of programs, certificates and posters; space rental; readerboard advertising; grant writing program design; reception supplies; and janitorial fees for the Seventh Annual Nancy Jane Bare Student Recognition Recital to be held Friday, May 7, 2004 at the Agnes Dei Lutheran Church in Gig Harbor.

Section 2. Term. This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2005

unless sooner terminated as provided herein. Sections 4, 9 and 11 of this agreement shall survive the termination of this agreement.

Section 3. Distribution and Payment. The total funding provided by the City to PUMA under this Agreement shall not exceed One Thousand Dollars (\$1,000.00) and will be paid upon receipt of invoice from PUMA. PUMA shall expend the funds prior to December 31, 2005. Any funds not spent by December 31, 2005 shall be promptly returned to the City.

Section 4. Auditing of Records, Documents and Reports. PUMA shall maintain books, records, documents and other materials that sufficiently and properly reflect all expenditures made pursuant to this Agreement. The City Finance Director and any of his/her representatives shall have full access and the right to examine and copy, during normal business hours, all of the records of PUMA with respect to matters covered in this Agreement. Such rights shall last for six (6) years from the date the disbursement is made hereunder.

Section 5. Compliance with Federal, State and Local Laws. PUMA agrees to abide by all applicable federal and state statutes and regulations prohibiting employment discrimination, and any other statutes and regulations pertaining to the subject matter of this Agreement.

Section 6. Reporting. PUMA agrees to produce a final report summarizing the expenditures of the funds distributed under this Agreement on or before January 31, 2006. In addition, copies of invoices for all reported expenditures shall be submitted to the City with this report.

Section 7. Recapture and Noncompliance. In the event of a final determination by a court of competent jurisdiction that PUMA has failed to expend the grant funds in accordance with state law and this Agreement, the City reserves the right to commence an action against PUMA to recover said funds, in addition to all of the City's other available remedies at law.

Section 8. Legal Relations. Neither PUMA, nor any employee, officer, official or volunteer of PUMA shall be deemed to be an independent contractor, employee or volunteer of the City. No liability shall attach to PUMA or the City by reason of entering into this Agreement except as expressly provided herein.

Section 9. Indemnification. PUMA agrees to be responsible for and assumes liability for its own negligent acts or omissions, and those of its officers, agents, officials, employees or volunteers while performing work or expending funds pursuant to this Agreement to the fullest extent provided by law, and agrees to save, indemnify, defend and hold the City harmless from any such liability. This indemnification clause shall apply to any and all causes of action arising out of performance of work or expenditures of funds under this Agreement. Each contract for services or activities utilizing funds provided in whole or in part by this Agreement shall include a provision that the City is not liable for

injuries, damages or claims for damages arising from the performance of any activity by an employee, contractor, subcontractor or independent contractor of PUMA under this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to expiration or termination.

Section 10. Severability. If any phrase, sentence or provision of this agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of this agreement, and to this end the provisions of this agreement are declared to be severable.

Section 11. Attorneys' Fees. In the event that the City is required to institute a lawsuit against PUMA to enforce any of the terms of this Agreement and the City prevails in such lawsuit, PUMA agrees to reimburse the City for its reasonable costs, expenses, attorneys' fees and expert witness fees, including such costs, expenses and fees incurred in any appeal.

Section 12. Recipients of Gig Harbor Arts Commission grants must agree to add the City of Gig Harbor logo to any marketing and promotional materials generated as part of any activity or project funded through City of Gig Harbor Arts Commission grants. The City of Gig Harbor logo is a trademarked logo, available for us by permission of the City of Gig Harbor, and required as recognition for the City of Gig Harbor's support on any promotional material grant recipients produce.

Section 13. Entire Agreement. This document contains all covenants, agreements and stipulations of the parties on the subject matter expressed herein. No changes, amendments or modifications of the terms of this Agreement shall be valid unless reduced to writing and signed by the duly authorized representatives of both parties as an amendment to this Agreement.

DATED this 8th day of _____, 2004.

THE CITY OF GIG HARBOR

THE PENINSULA UNITED MUSIC ASSOCIATION

By _____
Its Mayor

By May Manning
Its president

ATTEST:

Molly Towslee, City Clerk

APPROVED AS TO FORM:

Carol A. Morris, City Attorney

GIG HARBOR ARTS COMMISSION grant application



All application materials must be typewritten or clearly printed. DO NOT SUBSTITUTE THESE FORMS. Completed applications must be received by the postmark deadline. Late or faxed applications will not be accepted. Incomplete applications will be immediately ineligible. Application forms and Grant Guidelines can be downloaded at www.cityofgigharbor.net.

The last concert of PUMA's 2003-2004 Season,
project title Seventh Annual Nancy Jane Bare Student Recognition Recital
total grant amount requested \$ 1,000
fiscal/grant year 2004

legal name of organization or individual Peninsula United Music Association
address PO Box 2034 *501-23 non-profit corporation*
city, state & zip code Gig Harbor WA 98335
telephone & e-mail 853-5239 seacatch7@cs.com
contact person & title Mary Manning, board president
telephone & e-mail 853-5239 seacatch7@cs.com
address 9816 Jacobsen Lane
city, state & zip code Gig Harbor WA 98332

PROJECT SUMMARY A brief project description, event date and location as applicable. PUMA requests

support in concert production of the Seventh Annual Nancy Jane Bare Student Recognition Recital to be held Friday, May 7, 2004, 7:30 PM at the Agnus Dei Lutheran Church here in G.H. This concert is open to students residing within the boundaries of the Peninsula and South Kitsap School Districts and is an opportunity for outstanding students to compete and be recognized.

project title Student Recognition Recital

project narrative

1. **Organizational Background** (Brief history, goals or mission, current programs, activities and accomplishments.)
2. **Purpose of Request: Goals and Outcomes** (How will this project increase general public access to the arts in Gig Harbor? How will you evaluate the effectiveness and/or the benefits of the project?)
3. **Organizational Capacity** (Why you are well-positioned to implement this proposal request. Attach a current board of directors list. If an individual, attach a resume.)
4. **New Artwork** (If applicable, describe how the artist(s) was selected, including credentials of those selecting the artist. If new artwork is being created by non-professionals, describe professionals supervising project and their qualifications.)

The four concerts that PUMA presents each year is an eighteen year tradition that provides the Gig Harbor Peninsula population access to live classical music performances. PUMA's two part mission is to enrich the Peninsula area with performances by Northwest musical artists and to honor the area's outstanding high school musicians by presenting them in recital. From its inception in 1986, PUMA has presented hundreds of the regions finest professional vocalists, instrumentalists, and chamber groups. PUMA, a 501(c)(3) nonprofit organization, receives consistent praise from audience members on the quality of the performers and the enjoyment received from the live concert experience. The annual student recognition recital was begun seven years ago by two of PUMA's board members who were vitally interested in education and has quickly become a popular goal for student participation. By providing a public vehicle for artistic expression PUMA fills an important and unique step in the development of these gifted young musicians. Performing alongside their peers and before the community, student musicians gain a sense of belonging to a talented group of young artists and experience how their efforts and gifts give enjoyment to the audience. The selection process

(if more space is necessary, please continue on the back of this page only)

● provides an educational experience for the student even if not chosen for the recital. This process requires the student to send an application by the deadline, select a six minute piece showing their technical and artistic abilities, find and rehearse with an accompanist, and perform for an adjudicator who provides verbal feedback. This year's judge will be PLU professor emeritus, Dr. David Dahl. Students selected for the recital receive a monetary award in addition

to the honor of participating. Those participating for their first, second, third, or fourth recitals will receive \$50, \$75, \$100, \$125, respectively. [NOTE: PUMA is requesting support in concert production, not for student awards.] Students are encouraged to use the award for items vital to their musical growth such as music camp tuition, music lessons, sheet music and recordings, or help with instrument upgrades. To evaluate the effectiveness of this program we will monitor the number of applicants, record the size of the audience, as well as interview the student performers. PUMA maintains a comprehensive list of all the area's music teachers and, by mailing applications and facts to them, is able to make sure all the outstanding students on the Peninsula are given the chance to participate. The board of directors of PUMA include professionals in the fields of music education, performance, medicine, mental health, small business, and real estate. They are individuals who value the rich heritage of classical music and the importance of supporting youth in their artistic endeavors. We believe our efforts strengthen the assets of our area, help build community, and add richness to individual lives in our community.

project title Student Recognition Recital

1. project budget

This detail should include all your project expenses (those you request in this grant AND those you receive from other sources).

a) Personnel salaries/professional fees (indicate rate of pay)

Adjudicator
Student Awards \$ 1,200

b) Supplies / Materials

programs
certificates
posters \$ 120

c) Space Rental

two days, Agnus Dei
Lutheran @ \$105 \$ 210

d) Marketing / Promotion

reader board \$ 75

e) Travel (who & where)

\$

f) Other Expenses (identify)

grantwriting
program production
administration \$ 630

reception
janitorial fee \$ 2,235

total project cost

Enter in #4 (right-hand column)

2. cash match

List the sources (anticipated or confirmed) of your cash match.

Admissions / Fees \$ 750

Grants / Donations \$ 400

Government Support \$

Other \$

total \$ 1,150

Enter in #2 below

3. in kind match

List donated materials & services (i.e., volunteer time, supplies, venue, printing, etc., and their value).

volunteer time \$

\$

\$

\$

\$

total \$ 85

Enter in #3 below

The amount requested from the Arts Commission may equal UP TO 50% OF YOUR TOTAL PROJECT COST. The rest of your project must be supported by funds from other sources (cash match) or donations of goods & services (in-kind match).

1. amount requested \$ 1,000

2. cash match \$ 1,150

3. in-kind match \$ 85

4. total project cost \$ 2,235

project title Student Recognition Recital

application requirements checklist

10 Copies (original plus nine)
(please note: application consists of pages 1 through 4 - NO substitutions)

IF APPLICABLE:
1 Artistic Sample Enclosed
(required if project includes creation of new work by professional artist)

check one: video
 audio cassette
 compact disc
 slides (min 3 - max 10)
 sample publications (min 3 - max 5)

do not return samples
 return samples (self-addressed, stamped return envelope enclosed)

Grant Disbursement Options
(If your grant request is approved, you will be notified by mail. Terms will be set forth in the City of Gig Harbor Arts Grant contract.)

check one: funds are needed at the start of the project
 progress payments are acceptable
 full payment on completion is acceptable

It is understood and agreed that any funds awarded as a result of this application are to be used for the purposes set forth herein and that all information listed in this application is verifiable. Furthermore, it is understood that any individual or organization receiving funds agrees to comply with the following:

- a. The Civil Rights Act of 1991, which prohibits discrimination on the basis of race, national origin or color; and
- b. Title IX of the Education Amendments of 1972 which prohibits sex discrimination in education programs or activities; and
- c. The Americans with Disabilities Act of 1990, which requires that all persons be given equal opportunity to participate in programs or services of the organization.

Agreed Signatures of persons named on this application

Mary Manning
Legal Name of Organization or Individual
Mary Manning 1/17/04
Contact Person (signature) Date
(same)
Authorizing Official (signature) Date

PENINSULA UNITED MUSIC ASSOCIATION

Officers/Board Members 2003-2004

DEARTH, SHIRLEY	4119-10th St. N.W. Gig Harbor, WA 98335	851-3627
GILDERSLEEVE, JEAN Corresponding Secretary	14324-68th Ave. N.W. Gig Harbor, WA 98332	857-4188 <i>forbesnjean@earthlink.net</i>
LINDA HELMER Recording Secretary	8565 Landing Lane S.E. Port Orchard, WA 98367	858-5703 <i>Jerlin98@charter.net</i>
LUEBECK, SUSAN Program Coordinator	15711 Goodrich Dr. Gig Harbor, WA 98329	857-4998 <i>sl@centurytel.net</i>
MARY MANNING President	9816 Jacobsen Lane Gig Harbor, WA 98332	853-5239 <i>seacatch@compuserve.com</i>
MANSFIELD, MEG Recognition Recital Coordinator	7216-54th Ave. N.W. Gig Harbor, WA 98335	851-3671
MURPHY, DOUG Treasurer	2424-128th St. N.W. Gig Harbor, WA 98332	858-8509(H) 851-5817(W) 7374
ROE, CHARLOTTE Publisher	11345 Anderson Landing N.W. Silverdale, WA 98383	(360)307-0629 <i>roedch@charter.net</i>
SAUNDERS, CINDY	8301-71st St. N.W. Gig Harbor, WA 98335	851-3650 <i>cindysaudners@centurytel.net</i>

To: The G+H Arts Commission

PUMA ~~will~~ will use the grant

Funds for

to pay for concert

production costs including

printing of programs,

certificates and posters,

space rental, readerboard,

advertising, grantwriting,

program design, and

reception supplies, and

journalist fees.

.....

for the Seventh Annual

Thank you,

Mary Maura

for PUMA

**AGREEMENT BETWEEN GIG HARBOR AND CHERYL HANNA-TRUSCOTT
FOR DISTRIBUTION OF
GIG HARBOR ARTS COMMISSION PROJECT GRANT FUNDS**

This Agreement is made and entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and CHERYL HANNA-TRUSCOTT, an individual, 3916 45th St. Ct. NW, Gig Harbor, WA, 98335, (hereinafter "CHERYL HANNA-TRUSCOTT"), for the distribution of Gig Harbor Arts Commission Project Grant Funds for the express purposes described in this agreement.

WHEREAS, the City established the Gig Harbor Arts Commission to recommend art projects that involve city residents and the most appropriate use of the Project Grant Funds (pursuant to Ordinance 876); and

WHEREAS, the Gig Harbor Art Commission made a recommendation to the City Council that Nine Hundred Dollars and no cents (\$900.00) be given to the CHERYL HANNA-TRUSCOTT to pay for photographic supplies and advertising, as described in the Grant Application, attached hereto as Exhibit A; and

WHEREAS, the City desires to disburse such funds to CHERYL HANNA-TRUSCOTT for the purposes set forth in the grant application and as set forth in this Agreement; Now, Therefore,

In consideration of the terms, conditions and covenants contained herein, the parties hereto agree as follows:

Section 1. Scope of Activities. The City shall provide Nine Hundred Dollars (\$900.00) in funding to CHERYL HANNA-TRUSCOTT to perform the following activities and no others:

To assist in the purchase of matting and framing for the photodocumentary project called "The Hand that Rocks the Cradle; a Photodocumentary Project on the Residential Parenting Program at WCC for Women" to be held at the Peninsula Library on Pt. Fosdick Drive during the month of June, 2004.

Section 2. Term. This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2005 unless sooner terminated as provided herein. Sections 4, 9 and 11 of this agreement shall survive the termination of this agreement.

Section 3. Distribution and Payment. The total funding provided by the City to CHERYL HANNA-TRUSCOTT under this Agreement shall not exceed Nine Hundred Dollars (\$900.00) and will be paid upon receipt of invoice from CHERYL HANNA-

TRUSCOTT. CHERYL HANNA-TRUSCOTT shall expend the funds prior to December 31, 2005. Any funds not spent by December 31, 2005 shall be promptly returned to the City.

Section 4. Auditing of Records, Documents and Reports. CHERYL HANNA-TRUSCOTT shall maintain books, records, documents and other materials that sufficiently and properly reflect all expenditures made pursuant to this Agreement. The City Finance Director and any of his/her representatives shall have full access and the right to examine and copy, during normal business hours, all of the records of CHERYL HANNA-TRUSCOTT with respect to matters covered in this Agreement. Such rights shall last for six (6) years from the date the disbursement is made hereunder.

Section 5. Compliance with Federal, State and Local Laws. CHERYL HANNA-TRUSCOTT agrees to abide by all applicable federal and state statutes and regulations prohibiting employment discrimination, and any other statutes and regulations pertaining to the subject matter of this Agreement.

Section 6. Reporting. CHERYL HANNA-TRUSCOTT agrees to produce a final report summarizing the expenditures of the funds distributed under this Agreement on or before January 31, 2006. In addition, copies of invoices for all reported expenditures shall be submitted to the City with this report.

Section 7. Recapture and Noncompliance. In the event of a final determination by a court of competent jurisdiction that CHERYL HANNA-TRUSCOTT has failed to expend the grant funds in accordance with state law and this Agreement, the City reserves the right to commence an action against CHERYL HANNA-TRUSCOTT to recover said funds, in addition to all of the City's other available remedies at law.

Section 8. Legal Relations. Neither CHERYL HANNA-TRUSCOTT, nor any employee, officer, official or volunteer of CHERYL HANNA-TRUSCOTT shall be deemed to be an independent contractor, employee or volunteer of the City. No liability shall attach to CHERYL HANNA-TRUSCOTT or the City by reason of entering into this Agreement except as expressly provided herein.

Section 9. Indemnification. CHERYL HANNA-TRUSCOTT agrees to be responsible for and assumes liability for its own negligent acts or omissions, and those of its officers, agents, officials, employees or volunteers while performing work or expending funds pursuant to this Agreement to the fullest extent provided by law, and agrees to save, indemnify, defend and hold the City harmless from any such liability. This indemnification clause shall apply to any and all causes of action arising out of performance of work or expenditures of funds under this Agreement. Each contract for services or activities utilizing funds provided in whole or in part by this Agreement shall include a provision that the City is not liable for injuries, damages or claims for damages arising from the performance of any activity by an employee, contractor, subcontractor or independent contractor of CHERYL HANNA-TRUSCOTT under this Agreement. The

provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to expiration or termination.

Section 10. Severability. If any phrase, sentence or provision of this agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of this agreement, and to this end the provisions of this agreement are declared to be severable.

Section 11. Attorneys' Fees. In the event that the City is required to institute a lawsuit against CHERYL HANNA-TRUSCOTT to enforce any of the terms of this Agreement and the City prevails in such lawsuit, CHERYL HANNA-TRUSCOTT agrees to reimburse the City for its reasonable costs, expenses, attorneys' fees and expert witness fees, including such costs, expenses and fees incurred in any appeal.

Section 12. Recipients of Gig Harbor Arts Commission grants must agree to add the City of Gig Harbor logo to any marketing and promotional materials generated as part of any activity or project funded through City of Gig Harbor Arts Commission grants. The City of Gig Harbor logo is a trademarked logo, available for use by permission of the City of Gig Harbor, and required as recognition for the City of Gig Harbor's support on any promotional material grant recipients produce.

Section 13. Entire Agreement. This document contains all covenants, agreements and stipulations of the parties on the subject matter expressed herein. No changes, amendments or modifications of the terms of this Agreement shall be valid unless reduced to writing and signed by the duly authorized representatives of both parties as an amendment to this Agreement.

DATED this 8 th day of March, 2004.

THE CITY OF GIG HARBOR

CHERYL HANNA-TRUSCOTT

By _____
Its Mayor

By Cheryl Hanna-Truscott

ATTEST:

Molly Towslee, City Clerk

APPROVED AS TO FORM:

Carol A. Morris, City Attorney

GIG HARBOR ARTS COMMISSION grant application

complete application

All application materials must be typewritten or clearly printed. DO NOT SUBSTITUTE THESE FORMS. Completed applications must be received by the postmark deadline. Late or faxed applications will not be accepted. Incomplete applications will be immediately ineligible. Application forms and Grant Guidelines can be downloaded at www.cityofgigharbor.net.

Project Title-

**The Hand that Rocks the Cradle:
A Photodocumentary Project on the Residential Parenting Program
At the Washington Corrections Center for Women**

Amount of grant requested \$ 1,938.00
Fiscal year 2004

legal name of organization
or individual _____

Legal name of individual:

Cheryl Hanna-Truscott
3916 45th St Ct NW
Gig Harbor, WA 98335

address _____

city, state & zip code _____

253-851-5345
email: Cheryl@cedarhollowstudio.com

telephone & e-mail _____

Contact Person and Title:

contact person & title _____

Beth Rietema, Corrections Unit Supervisor, J Unit
253-858-4200 x583
email: brrietema@DOCL.WA.GOV

telephone & e-mail _____

address _____

C/O Dept. of Corrections, WCCW
9601 Bujacich Rd. NW/ PO Box 17, MSWP04
Gig Harbor, WA 98335-0017

city, state & zip code _____

Project Description: A brief project description, event date and location as applicable.

Last February 2003, I initiated a **photodocumentary project about the Residential Parenting Program at the Washington Corrections Center for Women in Gig Harbor**. Since 1999, selected pregnant inmates are allowed to keep their babies in residence with them while serving their sentences. An Early Childhood Headstart (ECH) program on the penitentiary grounds assures education and stimulation for both mothers and babies. **Approximately 45 fiber-based, gelatin silver photographs displayed with explanatory captions will be shown during June 2004 at the Peninsula Library Branch.** I am certain that this body of work will find other venues for display through the ECH offices, PLU, etc. I have been asked to show the work as a guest photographer at the SoHo Gallery in New York City (contact person: Paul Stetzer pstetzer@earthlink.net) when mutually agreeable dates can be arranged.

**The Hand that Rocks the Cradle:
A Photodocumentary Project on the Residential Parenting Program
At the Washington Corrections Center for Women**

PROJECT OBJECTIVES

1. **Organizational Background** (Brief history, goals or mission, current programs, activities and accomplishments.)
2. **Purpose of Request: Goals and Outcomes** (How will this project increase general public access to the arts in Gig Harbor? How will you evaluate the effectiveness and/or the benefits of the project?)
3. **Organizational Capacity** (Why you are well-positioned to implement this proposal request. Attach a current board of directors list. If an individual, attach a resume.)
4. **New Artwork** (If applicable, describe how the artist(s) was selected, including credentials of those selecting the artist. If new artwork is being created by non-professionals, describe professionals supervising project and their qualifications.)

Organizational background: project's goals/mission

An increasing number of women are being incarcerated, and subsequently, the number of pregnant women inmates is also rising. **What should be done with these mothers, these babies?** In February 2003, I initiated a **photodocumentary project** about the Residential Parenting Program (RPP) at the Washington Corrections Center for Women (WCCW) in Gig Harbor. My goal has been to increase awareness of the social issue of incarcerated pregnant women and the babies they give birth to while imprisoned.

In 1999, the WCCW began the Residential Parenting Program as one option to address the problem. What makes this program unique nationwide is that a partnership was formed with the Puget Sound Education Service District which offers an Early Headstart Child Development program on the prison premises. The Residential Parenting Program allows selected, minimum-security, pregnant inmates an opportunity to keep their babies with them during incarceration. The mothers must be serving sentences less than three years for non-violent crimes. During their incarceration, the mothers receive parenting support and education to become effective parents while their babies are offered an enriched, stimulating, and safe environment. Both mother and baby are given every chance to form a secure attachment to each other. Promoting secure maternal attachment will encourage the continuation of effective mothering. Increasing family ties has been shown to reduce recidivism. Shortly, when these mothers are released to society with their babies, we hope that they will be stronger and better off for having spent their time in a corrections facility that nourishes and educates. Taking the long view, "the hand that rocks the cradle rules the world."

Purpose of Request: Goals and Outcomes

The Peninsula Branch Library, a community place, is a logical venue for this type of education through photographic art. I plan to have a comment-box and email address for viewers to give feedback. On my resume, I will include that I am a member of Sound Exposure Photo Club that meets monthly at the library. Additionally, a website is being developed for further reference.

As a photographer, I became committed to telling this mother-baby story through black and white photographic images. I hope that by creating compelling images, the viewers' attention will be drawn to learn more about the mothers and babies who are living briefly for a time behind barbed-wire fences.

Organizational capacity:

I have attached my resume. I have been working with the corrections administrators to create this photodocumentary project. They have facilitated the project with encouragement.

New Artwork:

I have done photography throughout my life and am working towards a certificate through the Photographic Center Northwest in Seattle. Claire Garoutte, the Director of Education at the center, has given guidance in this project. My professional background is in healthcare, specifically midwifery and child abuse evaluation. I initiated this project because I was astonished that so little is known or done about the issues associated with incarcerated pregnant women.

**The Hand that Rocks the Cradle:
A Photodocumentary Project on the Residential Parenting Program
At the Washington Corrections Center for Women**

1. project budget

This detail should include all your project expenses (those you request in this grant AND those you receive from other sources).

a) Personnel salaries/professional fees (indicate rate of pay)

Photographer's time (~400 hr @ \$35.73/hr)
\$ 14,505.36

b) Supplies / Materials

Photographic supplies
\$ 763.36

c) Space Rental

Peninsula Branch Library, June 2009
\$ no charge

d) Marketing / Promotion

Postcard mailers / stamps
\$ 200.00

e) Travel (who & where)

Car expenses - home to WCCW
(~55 trips @ \$0.345/mi x 85mi)
\$ 161.29

f) Other Expenses (identify)

Website developer's fee = 2000
Making + framing (~38 frames @ \$51/ea)
= \$1938
\$ 3,938.00

total project cost
Enter in #4 (right-hand column)

\$ 19,568.01

2. cash match

List the sources (anticipated or confirmed) of your cash match.

Admissions / Fees \$ no charge (library)
Grants / Donations \$ 2,200
Government Support \$ 0
Other \$ 711.29
total \$ 2,911.29
Enter in #2 below

3. in kind match

List donated materials & services (i.e., volunteer time, supplies, venue, printing, etc., and their value).

Photographer's time \$ 14,505.36
Photo supplies \$ 213.36
(donated by O.P.T.)
\$ _____
\$ _____
\$ _____
total \$ 14,718.72
Enter in #3 below

The amount requested from the Arts Commission may equal UP TO 50% OF YOUR TOTAL PROJECT COST. The rest of your project must be supported by funds from other sources (cash match) or donations of goods & services (in-kind match).

1. amount requested \$ 1,938.00
\$ 2,911.29
\$ 14,718.72
\$ 19,568.01

Project Title-

**The Hand that Rocks the Cradle:
A Photodocumentary Project on the Residential Parenting Program
At the Washington Corrections Center for Women**

APPLICATION REQUIREMENTS CHECKLIST

10 Copies (original plus nine)
(please note: application consists of pages 1 through 4 - NO substitutions)

IF APPLICABLE:
1 Artistic Sample Enclosed
(required if project includes creation of new work by professional artist)

check one: video
 audio cassette
 compact disc
 slides (min 3 - max 10)
 sample publications (min 3 - max 5)

do not return samples
 return samples (self-addressed, stamped return envelope enclosed)

Grant Disbursement Options
(If your grant request is approved, you will be notified by mail. Terms will be set forth in the City of Gig Harbor Arts Grant contract.)

check one: funds are needed at the start of the project
 progress payments are acceptable
 full payment on completion is acceptable

It is understood and agreed that any funds awarded as a result of this application are to be used for the purposes set forth herein and that all information listed in this application is verifiable. Furthermore, it is understood that any individual or organization receiving funds agrees to comply with the following:

- a. The Civil Rights Act of 1991, which prohibits discrimination on the basis of race, national origin or color; and
- b. Title IX of the Education Amendments of 1972 which prohibits sex discrimination in education programs or activities; and
- c. The Americans with Disabilities Act of 1990, which requires that all persons be given equal opportunity to participate in programs or services of the organization.

Agreed Signatures of persons named on this application

CHERYL A. HANNA-TRUSCOTT

Legal Name of Organization or Individual

Cheryl Hanna-Truscott

Dec. 15, 2003

Contact Person (signature)

Date

Githa Krishna, CWS

12/15/03

Authorizing Official (signature)

Date

A Photodocumentary Project about the Residential Parenting Program at the
Washington Corrections Center for Women
(Cheryl Hanna-Truscott)

RESUME

Education:

- **Photography training- Currently enrolled in the Certificate Program at the Photographic Center Northwest, Seattle.
- **BA in Anthropology. University of California at Santa Barbara, 1971.
- **BS in Nursing. St Louis University, Missouri, 1974.
- **MS in Maternal-Child Nursing with a Certificate in Nurse-Midwifery. University of Utah, 1980.
- **Specialty training in Pediatric Sexual Abuse Evaluations, 1992.

Master's Thesis:

- **Perspectives of Childbirth amongst Tongan Women in Salt Lake City, Utah. (1980). Interviews of four Tongan women immigrants about their experiences of pregnancy and childbirth in Tonga when compared to their experiences in the United States.

Previous photo essays:

- **Content of Midwifery Prenatal Care in the United States (1986)- a slide presentation of the elements of prenatal care given by midwives in the US intended for Chinese maternity care providers.
- **Photographs to accompany an article written by Kathleen Merryman in the Tacoma News Tribune on my tour of the Chinese maternity care system (Nov. 11, 1986).
- **Maternity Care in the Peoples' Republic of China (Feb. 1989)-a commentary about maternity care in the PRC with accompanying photographs.

Work Experience since 1980:

- **Pediatric Sexual Assault Nurse-Practitioner at Mary Bridge Child Abuse Intervention Department, 1992-present. Clinical medical assessment and evaluation of children with sexual abuse concerns; medical expert witness in adjudicated cases.
- ** Clinical Nurse-Midwife at St. Joseph's Hospital and former Tacoma Birth Center, 1981-1990. Prenatal, intrapartal, and postpartum care of pregnant women; first assistant at cesarian sections, family planning and routine gynecological care.

The Hand that Rocks the Cradle:
A Photodocumentary Project on the Residential Parenting Program
At the Washington Corrections Center for Women

Cheryl Hanna-Truscott

1- Annette anxiously awaits the birth of her second child, a daughter which she will name Ajahnae. Annette's four year old son is being cared for by Annette's older sister in Missouri.

2- "EN FACE." This is the face-to-face position described by Klaus and Kennell, experts in maternal bonding and infant attachment.

3- Bridget told me she has Montero's name spelled out in big letters in their room so he will learn to recognize his name. Bridget is preparing for their future by participating in the TRAC (Trade Related Apprenticeship Coaching) program, which teaches construction skills.

4- Destiny is taking a tepid bath to bring down her fever.

5- Annette, a caregiver, with Yovani.

Caregivers are essential to the success of the Residential Parenting Program. Caregivers are qualified inmates who apply for the privilege and responsibility of babysitting the children when their mothers are involved with their programs (ie. Work, school, therapy). Caregivers go through a training program and once completed, volunteer to provide care for the children when they have time off from their own responsibilities. Typically, they bond with the babies that are left in their care.

Annette is a paid caregiver, in fact, the first caregiver to receive compensation for her important work in the Residential Parenting Program. Annette spoke to me wistfully about her own three children who are being cared for in separate relative-placement foster homes. Annette's husband, the childrens' father, died of a heart-attack six months prior to her incarceration, so their children have suffered a double loss. Annette teared up when she talked about her children. Taking care of Yovanni and other babies helps pass the time and nourishes Annette's caregiving needs.

The Hand that Rocks the Cradle:
A Photodocumentary Project on the Residential Parenting Program
At the Washington Corrections Center for Women

Cheryl Hanna-Truscott

6- Alyzae playing Peek-a-Boo in the outside playhouse on a summer day.

7- Kristina looks on as her daughter, Alyzae, laughs with the other Christina, her caregiver.

8- Reanna is using a water-filled squirt bottle to cool herself down on a hot summer day.

Reanna squealed with delight, laughing at the surprise of the water spray as it moistened her face. It was around noontime, and several inmates were passing by the fenced in ECH playyard on their way to lunch. The inmates paused for a moment, completely amused by Reanna's antics. Reanna herself seemed oblivious to the attention.

9- Amanda with newborn son, Jayden, is excited and happy today. She is walking to the visitation room located in the Medium-Security Unit to see her mother and toddler daughter.

The escorting officer was the same officer that accompanied Amanda to the hospital where she recently underwent a caesarian section. He was kind and supportive, filling Amanda in on some of the details of the day of Jayden's birth that Amanda had been too groggy to remember.

10- Officer Bennett takes polaroids of the Jesse's second birthday celebration in the playyard behind the J unit. He has a reputation of being really good with the children.



"THE MARITIME CITY"

ADMINISTRATION

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID RODENBACH, FINANCE DIRECTOR
SUBJECT: BANKING SERVICES CONTRACT
DATE: MARCH 17, 2004

INTRODUCTION

December 10, 2003, the city issued a Request for Proposal (RFP) for banking services over the next 4 years. The notice was published in the December 10, 2003 edition of the Peninsula Gateway. The due date for all proposals was December 30, 2003.

Bank of America, Columbia Bank, Key Bank and Venture Bank responded to the RFP. Each one of these banks is a qualified public depository and has a location within Gig Harbor.

The proposals were submitted to the Finance Committee for review. The selection process was weighted towards pricing and the demonstrated ability to successfully complete a contract of this type. Bank of America came out ahead of the others in both categories, and, therefore, is the unanimous selection of the Finance Committee.

The City Attorney has reviewed and approved this agreement.

FINANCIAL

Bank of America's proposal was the lowest at \$532.21 per month followed by Columbia Bank at \$575.37, Venture Bank at \$644.14 and Key Bank at \$652.40.

RECOMMENDATION

I recommend approval of the contract establishing Bank of America as the City of Gig Harbor's banking services provider.

Agreement for Government Banking Services

This agreement for Government Banking Services (the "Agreement") is made as of this _____ day of _____, _____ between the City of Gig Harbor, a Washington municipal corporation (the "City") and Bank of America, N.A., a national banking association organized under the laws of the State of North Carolina, with its principal executive offices located at 100 North Tryon Street, Charlotte, North Carolina 28255 (the "Bank").

WHEREAS, City issued a Request for Proposal ("RFP"), for providing banking services identified in Exhibit 'A' (the "Services"); and

WHEREAS, the Bank was the successful bidder under the RFP, having submitted its bid response dated December 30, 2003 (the "Bid Response"); and

WHEREAS, the parties wish to enter into this Agreement for the purpose of specifying the term and constituent documents of the agreement between City and Bank regarding the Services;

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the parties hereby agree as follows:

1. Integrated Agreement. The entire and integrated agreement between City and Bank related to the Services shall consist of this Agreement, Bank's service-level agreements in connection with the Services (including their respective user documentation and set-up forms), Bank's Bid Response and City's RFP as modified by the Bid Response. In the event of conflict among any of the preceding documents, such documents shall govern in the following order of precedence: (1) this Agreement, (2) Bank's service-level agreements (including but not limited to Terms and Conditions, Commercial Card, Account Signature Card, and Safe Deposit box user documentation and set-up forms), (3) the Bid Response and (4) the RFP. The integrated agreement supersedes all prior negotiations, representations, statements and agreements, whether written or oral, regarding the Services, and modifies the "General Matters" Section of the Terms and Conditions, page 37, consistent with this paragraph.
2. Compensation. City shall compensate Financial Institution for such services as in accordance with the amounts specified in Exhibit 'B', which is attached hereto and incorporated herein by this reference.
3. Commencement of Performance. Except as otherwise agreed by the parties, Bank shall begin performing each Service upon execution and delivery of this Agreement, the pertinent service-level agreement and the related set-up forms. Bank shall continue to perform such Services during the term of this Agreement.

4. Term. This Agreement is for an initial term of four (4) years. The Agreement may be extended by a written agreement signed by the duly authorized representatives of the parties.
5. Government Banking Services. The City will indemnify Bank of America against and hold the Bank harmless from and defend against any and all liabilities, claims, costs, expenses and damages of any nature (including Legal Expenses) arising out of or relating to disputes or legal actions filed or brought by parties other than the Bank and the City concerning any service provided (or allegedly not provided) to the City.

The parties agree to replace the contents of the section 'Resolution of Disputes' on page 41 of the Terms and Conditions, and to replace it with the following:

Any dispute or controversy arising from the Agreement for Governmental Banking Services and the documents incorporated therein shall be filed in Pierce County Superior Court or the U.S. District Court of Washington, Western District. The Agreement for Governmental Banking Services shall be governed by and construed in accordance with the laws of the State of Washington.

Any software license granted to the City under this Agreement are governed by and interpreted according to the laws of the State of Washington.

6. Notices. Except as may otherwise be specified in the applicable service-level agreement or set-up form, notices to City and Bank shall be sent to the addresses set forth below:

City: City of Gig Harbor
Attn: Finance Director
3510 Grandview Street
Gig Harbor, WA 98335

Bank: Bank of America
Attn: Kerrin Gibbons
800 Fifth Avenue, 34th Floor
Seattle, WA 98104

Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.

In witness whereof, the parties have executed this Agreement as of the date first written above.

City of Gig Harbor:

By: _____
[Signature]

Name: Gretchen Wilbert

Title: Mayor

BANK OF AMERICA, N.A.

By: _____
[Signature]

Name: _____
[Type or Print]

Title: _____
[Type or Print]

By: _____
[Signature]

Name: _____
[Type or Print]

Title: _____
[Type or Print]

Exhibit A



City of Gig Harbor, Washington
Request for Proposal – Banking Services
December 1, 2003

The City of Gig Harbor is requesting proposals from qualified banks interested in providing banking services to the city over a four year period. Written proposals using the official forms provided herein will be received until 1:00 p.m., Wednesday, December 30, 2003.

I. INSTRUCTIONS

- A. All proposals and/or questions should be directed to:
- David Rodenbach, Finance Director
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-8136
- B. All proposals must be in a sealed envelope and clearly marked in the lower left-hand corner: "RFP - Banking Services."
- C. All proposals must be received by December 30, 2003 at 1:00 pm. Five (5) copies of the RFP must be presented. No faxed or telephone proposals will be accepted. Late proposals shall be returned unopened.
- D. The bank must be designated as a qualified public depository by the Washington Public Deposit Protection Commission and operate an office within the city limits of the City of Gig Harbor, Washington.
- E. All proposals must include the following information:
1. Provide specifications for automated service hardware and software capability proposed (i.e. wire transfers, ACH debit/credit, daily balance reporting, etc.).
 2. Describe the credit/debit card services provided. Include in the discussion the process for issuing and the use of corporate cards.
 3. Provide a funds availability schedule. Describe one day, two-day availability and wire requirements.
 4. Submit a detailed schedule of costs by specified task as identified in attachment "B" the bid sheet. Volumes indicated on the bid sheet are estimates and actual quantities may vary. Costs not included on the bid sheet, but which the financial institution/firm proposes to charge, must be individually itemized and thoroughly explained.
 5. Describe the effective rate, method used and formula proposed to calculate the service charge credit for collected fund balances.
 6. Identify the proposed compensation method (i.e. compensating balances, straight fees, other method or combination thereof). Describe the mechanism and fee for handling possible overdraft situations and identify a line of credit/overdraft interest charge formula and when it will be applicable. Describe what constitutes a daylight and overnight overdraft situation.

7. Describe the time lines associated with payroll direct deposits and alternatives to the standard time line, as well as the associated costs.
8. Discuss any special conditions, other fees, other services, or deviations from the bid specifications.
9. Describe your institution's community participation/reinvestment program.
10. Provide the following reports and information about your institution:
 - Community Reinvestment Act (CRA) rating
 - On-line reporting sample reports
 - Analysis & bank statement
 - Safekeeping statement and receipts
 - Most recent financial statement
 - SEC and/or Moody's credit rating or comparable rating
11. Provide your Institution's contact name and phone number for each of the following areas: general banking services, safekeeping services, wire transfer services, ACH Direct Deposit, ACH Direct Debit and local office/branch contact. It is the City's preference to have one contact person who will deal with other representatives at the institution to resolve any questions or concerns.
12. Provide at least five municipal (5) references, including entity name, contact person, telephone number and services used.

F. Additional information requested:

Please describe the availability, date range available and data download/file transfer format of the following internet services. Identify any costs related to such internet services on Attachment "B".

1. Account Administration

- Ability to view and download transaction detail of all city accounts
- Ability to view and print cancelled checks, deposit slips and/or other debit/credit documents scanned
- Ability to view and print debit/credit activities in merchant services and credit card transactions
- Ability to transfer/upload files for positive pay
- Ability to transfer/upload files for payroll direct deposits
- Ability to receive account reconciliation and analysis data on-line
- Ability to retrieve and download current & prior period monthly statements on-line

2. Initiate On-line Banking Transactions

- Fund Transfers – ACH, Wires
- Stop Payments
- Transfers between funds
- Transfer funds to accounts at other banks

3. E-Commerce Capabilities:

Please describe on-line payment acceptance and payment settlement methods and costs. Specifically identify:

- Underwriting requirements
- Payment validation - credit card and/or check, method & scope of validation and costs
- Would on-line transfers & transactions for e-commerce require establishing separate merchant accounts or can this be handled with existing accounts

II. TERMS AND CONDITIONS

- A. The City is not required to follow competitive bidding requirements in the selection of a public depository. The City will select a public depository to provide the services described in this RFP based on the public depository's ability to comply with applicable law, and provide the City with the services it desires at a reasonable cost and the best possible terms.
- B. The contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City, and shall reflect the specifications in this RFP. The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP, and which is not approved by the City Attorney's office.
- C. The City shall not be responsible for any costs incurred by the firm in preparing, submitting or presenting its response to the RFP.

- D. If any person contemplating submitting a proposal is in doubt as to the meaning of any part of the specifications, they may submit a written request for an interpretation thereof. Any interpretation of the proposed documents will be mailed or delivered to each person receiving a set of such documents. The City of Gig Harbor will not be responsible for other explanations or interpretations of the proposed documents. The City of Gig Harbor must receive all requests for interpretations no later than five (5) days prior to proposal opening time.

III. SCOPE OF SERVICES

Described in Attachment "A" of this document.

IV. SELECTION CRITERIA

Selection, subject to approval of the City of Gig Harbor City Council, will be made after city staff has had sufficient time for evaluation of proposals.

In addition, the City may request one or more banks submitting proposals to appear before a selection advisory committee for the purpose of obtaining further information and/or clarification on proposals submitted. Evaluation of the proposals will be based upon criteria:

	<u>Factor</u>	<u>Weight Given</u>
1.	Responsiveness of the written proposal to the purpose and scope of service.	10%
2.	Ability, method and process to accomplish work as defined in the statement of work and history of successfully completing contracts of this type	40%
3.	Price.	50%
	Total Criteria Weight	100%

Each proposal will be independently evaluated on factors 1 through 3.

ATTACHMENT A

The City requires the following basic services.

- Demand deposit checking accounts
- Overdraft protection
- Trust & escrow agent services
- Investment safekeeping services
- Miscellaneous other services
- Credit/debit card acceptance
- Corporate credit cards
- Electronic funds transfer (ACH, wire)
- Payroll direct deposit
- Banking supplies

Checking Account. The City uses 2 checking accounts: 1. The primary checking account, which includes accounts payable and payroll check processing and 2. The Municipal Court Trust account. The institution will furnish the City with additional checking accounts as needed. City employees make a deposit each weekday, excluding holidays. NSF checks must be processed twice before being returned to the City. The basic checking account services should at least consist of:

- Provide month-end statements by the 15th day of the following month and provide statements to various auditors upon request.
- Electronic check image retrieval on cd monthly including necessary software.
- Provide individual and consolidated monthly account analysis for all accounts by the 15th day of the following month.
- Provide an automated wire transfer system for transferring money to other institutions; along with appropriate security levels for wire transfer initiations and approvals.
- Provide computer balance reporting system, with information on collected, available and closing balances, as well as details of all debits and credits posted to the account for the previous day, by 8:00 a.m. each business day.
- Provide support in answering questions, trouble shooting problems and resolving issues in a prompt manner.
- Provide means to inquire about canceled checks and stop payment on checks upon proper authorization.

Overdraft protection: Although the City will attempt to minimize daylight and overnight overdraft situations, it recognizes that there are times these situations will occur. It is anticipated these overdraft situations will not exceed \$500,000, if and when they do occur.

Trust and Escrow Agent Services: The City may require trust and escrow agent services to hold letters of credit and other third party commercial documents.

Safekeeping Services: The institution will be required to provide safekeeping facilities and services for the City's investment securities. Required safekeeping services include (but are not limited to):

- Receive/deliver securities on a delivery versus payment method;
- Protect the City's assets;
- Collect coupon bond interest;
- Provide delivery confirmation on new security purchases;
- Provide a monthly statement of holdings;
- Register or transfer securities;
- Verify holdings as of specific dates for audit purposes;
- Credit the City's account for interest and principal payments on the day received;
- Provide maturity and interest payment notices at least 5 days prior to payment date.

The City currently invests in U.S. Treasury and Agency securities that require safekeeping services. The City may invest in other securities allowed by Washington State Statute in the future. The successful bidder will be required to comply with all State and Federal regulations regarding safekeeping of municipal securities.

Direct Deposit for Payroll: Gig Harbor offers and encourages direct payroll deposit for its employees. The City pays its employees semi-monthly on the 5th and 20th. The City generates approximately 80 transactions per pay period.

Credit/Debit Card Services: The institution will provide the City with the ability to accept payment through the use of credit/debit cards. The City wishes to be credited daily for the gross amount of the bankcard transactions. Any sales discount fee or percentage proposed will be billed at the end of each month as part of the activity charges.

Corporate Credit Cards: Currently the City has a Visa Account and five cards issued in the City's name shared by multiple employees.

Miscellaneous Services: In addition to the requirements listed above, the proposal shall identify proposed fees for the following services:

- Safe deposit box facilities;
- Other services provided by your institution that would be beneficial to the City, but have not specifically been addressed. Please itemize on "Attachment B".

Attachment "B" Bid Sheet

Item	Unit Price	Estimated Monthly Volume	Monthly Cost	Explanation
Ongoing Current Services:				
Account maintenance		2		
Deposits made		21		
Checks deposited (non-encoded)		1,600		
Currency deposited		\$7,100		
Checks written/cleared		320		
Deposited items returned		4		
Stop Payments -- Manual		1		
Wire transfer in		5		
Wire transfer out		6		
Positive pay -- monthly fee				
Positive pay -- per item fee				
FDIC deposit insurance				
Other Services:				
Safekeeping (including rptg):				
Maturities/Calls		1		
Investment Settlement (DVP)		1		
Credit Cards: (Merchant Services)				
Credit Card Service - discount fee				
Credit Card Equip Rental (terminal)		1		
Corporate Credit Card: 1 account		5 cards		
Interest Rate				
Annual Fee				
Supplies:				
Endorsement Stamps		5		
Deposit Slip Books		as requested		
Security Bank Bags for deposit		2		
Escrow Agent Services		1		
Overnight Overdraft Rate		\$250,000		
Daylight Overdraft Rate		\$250,000		
Safe Deposit Box		1		

Other Services:				

Notes or Item Description:

FORMULAS:

Daylight Overdraft Formula

Overnight Overdraft Formula

FDIC Insurance Formula

Service Charge Credit Formula

The undersigned, an institution or firm maintaining branch/office operations within the city limits of Gig Harbor, Washington, submits the following proposal for the City's banking services for the period January 1, 2004 through December 31, 2007:

AUTHORIZATION:

Institution Name Date

Mailing Address Phone Number

City, State, Zip Fax Number

By Title

Contact Name (if different from above) Contact Phone Number

Exhibit B

City of Gig Harbor
RFP - Banking Services
December 30, 2003



Attachment "B"
Bid Sheet

Item	Unit Price	Estimated Monthly Volume	Monthly Cost	Explanation
Ongoing Current Services:				
Account maintenance	10.00	2	20.00	
Deposits made	.30	21	6.30	
Checks deposited (non-encoded)				
On-U's	.05	160	8.00	Assumes 10% of checks deposited are On-U's
Local	.055	960	52.80	Assumes 60% of checks deposited are Local
12 th FRD	.065	480	31.20	Assumes 30% of checks deposited are 12 th FRD
Other FRD	.080	0	0	
Direct Send	.10	0	0	
Currency deposited	.12	\$7,100	8.52	.12/\$100
Checks written/cleared	.14	320	44.8	
Deposited items returned	2.00	4	8.00	
Redeposited Items	4.00			
Stop Payments - Manual	15.00	1	15.00	
Stop Payments via BAMTRAC	10.00			
Analysis	0.00			No Charge
Incoming ACH	0.00			No Charge for Incoming ACH
Wire Transfer Services via Direct				On-line Service via the Internet
Monthly Maintenance	10.00	1	10.00	
Wire transfer in	7.50	5	37.50	
Wire transfer out <i>(1/10/03 assume)</i>	= L61P			
Outgoing Domestic Wire	9.00	0		
Internal Book Trans	4.00	0	0	
Wire Template Storage	.50	0	0	



Items	Unit Price	Estimated Monthly Volume	Monthly Cost	Explanation
Transfer to LGIP via BAMTRAC (option)	0.50	6	3.00	The City has indicated wire transfers are typically to the LGIP
Positive Pay with Account Recon				
Monthly Service Maint	25.00			
Checks Issued	.04			
Input Transmission	30.00			
Paper Output Reporting	1.50			
FDIC deposit insurance				At current FDIC Rate
Other Services:				
Safekeeping (including rptg):				See general price list in Exhibit 7
Maturities/Calls		1		See general price list in Exhibit 7
Investment Settlement (DVP)		1		See general price list in Exhibit 7
				See Merchant Services Schedule of Fees at end of this table
Credit Cards: (Merchant Services)				See Merchant Services Schedule of Fees at end of this table
Credit Card Service - discount fee				See Merchant Services Schedule of Fees at end of this table
Credit Card Equip Rental (terminal)		1		See Merchant Services Schedule of Fees at end of this table
Corporate Credit Card: 1 account		5 cards		See attached Fee Schedule
Interest Rate				See attached Fee Schedule
Annual Fee				See attached Fee Schedule



Item	Unit Price	Estimated Monthly Volume	Monthly Cost	Explanation
Supplies:				
Endorsement Stamps		5		At Cost
Deposit Slip Books		as		At Cost
Security Bank Bags for deposit		2		At Cost
Escrow Agent Services		1		Savings Account Escrow services is at No Cost
Overnight Overdraft Rate		\$250,000		Prime
Daylight Overdraft Rate		\$250,000		No cost
Safe Deposit Box		1		3' by 5" = \$40.00 3" by 10" = \$60.00 5" by 10" = \$80.00 10" by 10" = \$130.00 * Annual pricing ** Availability limited

<i>Other Services:</i>				
Image Access per image viewed	2.00			
CIP Custom Bid				
ACH Blocks and Filters, per account, monthly maintenance	10.00			
FirstChoice Sweep Account Monthly Maintenance	50.00			
ACH Services via Direct				
Setup Fee	50.00			One time charge
Monthly Maintenance, per ID	30.00			
Incoming Debit Item	0.00			No Charge
Incoming Credit Item	0.00			No Charge
Originated Consumer On-Us/Off-Us Debits or Credits, per item	.08			
ACH Standard & Optional Reports via Direct	2.00			



Item	Unit Price	Estimated Monthly Volume	Monthly Cost	Explanation
Information Reporting Economic Service				
Previous Day Monthly Maint (1)	50.00			

Notes or Item Description:

1. Previous day reporting with Direct Middle Market is restricted to 2 accounts and a combined total of 300 items reported per month with 5 business days of storage. If restrictions are exceeded, additional fees apply: per account maintenance fee of \$40.00 per account, previous day per item stored at .30/item over 300.
2. Other services used will be subject to the pricing schedule in effect at the time of use.
3. For additional fees that may apply, please refer the Treasury Management Schedule of Fees following.

Merchant Services, Schedule of Fees

Standard Fees

One Time Set Up Fee	\$50.00 per new location/merchant #
Chargeback Fee	\$15.00 per Chargeback
Supplies and Imprinter Plates	No Charge, includes paper & ribbons
Imprinter Purchase	\$30.00 + tax (if needed)
Minimum Discount	\$25.00 WAIVED





Online Merchant Reporting, Statements, and Support

Single Merchant Number \$ 4.95 per user, per month
Association/Chain of \$30.00 per user, per month
Locations

Discount Rate

Unbundled Discount Rate .17% plus direct pass-through of Visa/MasterCard Interchange Fees and Association Dues*.

Interchange Rates/Fees See Attached Interchange Chart
Association Dues .0925% Visa .095% MasterCard
Authorization Fee \$0.10 per authorization

*Interchange rates/per item fees and Association dues may increase or decrease. These fees are a direct pass-through to the merchant. Advance notification is mailed directly to the merchant. There are anticipated Interchange changes and increases slated for 2004.

Discount Example

The target rates bundled including Association Dues, Interchange /per item fees, unbundled Discount Rate, and authorization fee are at the following rates on personal credit cards through 2003:

Visa CPS Retail	1.693% + \$0.20 per item --magnetic stripe read card
MC Merit 3	1.695% + \$0.20 per item --magnetic stripe read card
Visa CPS Retail Check Card	1.493% + \$0.10 per item --check card transaction
MasterCard Check Card	1.235% + \$0.20 per item --check card transaction
Visa CPS/Retail 2 (Govt rate)	1.693% + \$0.15 per item --mail/phone/internet/fax
MC Public Sector (Govt rate)	1.765% + \$0.20 per item --mail/phone/internet/fax (Utilities excluded)
MC Merit 1	2.165% + \$0.20 per item --mail/phone/internet/fax

Rental/Software Equipment

Terminal/Printer Rental	\$22.00 per month, per unit
POS Partner Software Purchase	\$350.00 + tax, per disk
Merchant Owned Equip/Software	\$25.00 per terminal ID#/location, one time fee

Debit

Debit Pin Pad Rental	\$ 5.00 per PIN Pad
Debit Per Item Fee	\$ 0.59 per item

Non-Bankcard Fee

American Express	\$0.10 per item
Discover	\$0.10 per item



eStores Solutions

Visit our website at www.bankofamerica.com/estores

Settle Up Standard Fees: (checkout and processing)

Setup Fee: (includes merchant set up fee) \$225.00 one-time
Monthly Fees: \$ 19.95 per month

Hook Up Standard Fees: (shopping cart, checkout and processing)

Setup Fee: (includes merchant set up fee) \$300.00 one-time
Annual Tax Calculation Fee: \$ 25.00 per year
Monthly Fees: \$ 55.00 per month

Start Up Standard Fees: (creating website, shopping cart, checkout and processing)

Setup Fee: (includes merchant set up fee) \$325.00 one-time
Annual Tax Calculation Fee: \$ 25.00 per year
Monthly Fees: \$ 55.00 per month



FORMULAS:

Daylight Overdraft Formula A Daylight Overdraft is defined as an intraday shortfall between posted ledger balance and disbursement funding requests created within the business working day. This is usually the result of a mismatch in the timing of the transactions. There is no fee for Daylight Overdraft services, it is an operational courtesy extended by the Bank to its valued Commercial customers.

Overnight Overdraft Formula

Overnight Overdraft cost of use-of-funds no longer assessed at the account level. If the net of all accounts in the relationship is negative collected on a specific day, the following calculations determine a negative collected balance fee:

Negative Collected Balance Charge is [(Average Net Negative Collected Balance X Negative Collected Rate X number OD days in month) / 365]. The Negative Collected Rate is Bank of America's Prime Rate, currently 4.00%.

FDIC Insurance Formula The FDIC Formula is a rate of .01060 X per \$1000 of the average monthly ledger balance.

Service Charge Credit Formula

Earnings Allowance =

Net Positive Collected Usable Balance X Earnings Credit Rate X actual # of days in month
365/366 days in the year

The undersigned, an institution or firm maintaining branch/office operations within the city limits of Federal Way, Washington, submits the following proposal for the City's banking services for the period January 1, 2004 through December 31, 2007:

AUTHORIZATION:

Bank of America _____ 12/30/2003 _____
Institution Name Date

800 Fifth Avenue, 34th Floor _____ 206-358-8175 _____
Mailing Address Phone Number

Seattle WA 98104 _____ 206-358-8818 _____
City, State, Zip Fax Number


By: Kevin Gibbons Title: Senior Vice President

Contact Name (if different from above) Contact Phone Number _____



ADMINISTRATION

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: CITY PROSECUTOR CONTRACT
DATE: MARCH 15, 2004

INFORMATION/BACKGROUND

The attached contract renews Brenda Bono for the years 2004-2006 as City Prosecutor. Both the Police Lieutenant and Court Administrator report a sound, successful, working relationship between the City Prosecutor and their departments. Contract rates are identical to 2003.

RECOMMENDATION

Staff recommends that the City Council motion to authorize the Mayor to sign the attached contract for prosecutor services.

**CITY PROSECUTOR
AGREEMENT FOR SERVICES**

THE PARTIES:

The parties to this Agreement are as follows: **Brenda M. Bono**, hereinafter referred to as "Attorney"; and **THE, CITY OF GIG HARBOR**, hereinafter referred to as "City".

PURPOSE:

The purpose of this Agreement is to set forth the terms of the Agreement between the parties whereby the City agrees to hire Attorney for the City of Gig Harbor and Attorney agrees to provide legal services for the city relative to prosecuting of cases and other related matters.

CONSIDERATION:

The consideration for this Agreement consists of the mutual covenants and conditions contained herein and the mutual legal benefits and detriments arising from this Agreement.

THE AGREEMENT:

The parties hereto agree as follows:

1. **Duties.** Attorney or her associate shall at all times faithfully, industriously, and to the best of her/their ability and experience, perform all of the duties that may be required of her/them pursuant to the express and implicit terms of this Agreement and pursuant to the rules of professional ethics.
2. **Discrimination.** Attorney agrees not to discriminate against any person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, or physical, mental or sensory handicap, except where a bona fide occupational qualification exists.
3. **Reimbursement.** The City shall retain Attorney for the following works and shall reimburse the Attorney at the following rates.
 - a. Preparation and appearances for cases assigned to Attorney by the City in any Court, including without limitation, the Gig Harbor Municipal Court, Pierce County Superior Court and the Appellate Courts of the State of Washington.

- b. The City shall pay or reimburse Attorney for all Court costs, long distance telephone charges and postage. Attorney shall not be paid for travel time or clerical time involved in the performance her duties. Attorney shall be provided office space at the sole convenience of the City.
 - c. The City shall pay to attorney the yearly amount of \$65,000 in monthly installments as invoiced by attorney. Any and all time spent in preparation for or appearances related to Appellate Courts other than Superior Court shall be compensated to attorney by the City at an hourly rate of not more than \$125.00 per hour.
4. Coverage Attorney. It is agreed and understood that it is the responsibility of the Attorney to be present at all Court hearings for which she has contracted to render services on behalf of the City. It is understood that the Attorney has other employment and that she is not precluded from other employment so long as there is no interference with the performance of her duties as set forth herein. The Attorney shall compensate such counsel obtained to pro tem for the Attorney in such instances. Should she be unable to perform her duties for any reason, including illness, the Attorney shall provide for full coverage of all duties to be performed under this Agreement by an attorney duly licensed in the State of Washington. The Coverage Attorney shall be approved in advance by the City and shall provide proof of malpractice coverage and be duly sworn to perform the duties of prosecutor. Such Coverage Attorney shall be compensated by the Attorney and the Attorney, Coverage Attorney and all agents and employees of the Attorney shall be independent contractors. The Attorney promises to hold harmless and indemnify the City from all employee-related costs, fees, benefits, wages and/or taxes of any kind or nature, and any and all fees for services and costs related to the services of the Coverage Attorney.
 5. Subcontracting or Assignment. Attorney may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City.
 6. Required Notices. The City shall be responsible for the provision to defendants of all required notices to assure their appearance in Court.
 7. Insurance. The Attorney shall be a named insured on the City's policy of errors and omissions insurance for liability for her acts and omissions when acting within the scope of her duties as City Prosecutor for the City.
 8. Hold Harmless. Attorney agrees to indemnify, hold harmless and defend the City, its elected and appointed officials, employees and agents from and against any and all claims, judgments, or awards of damages, arising out of or resulting from the acts, errors or omissions of Attorney. The City agrees to indemnify, hold harmless,

and defend Attorney from and against any and all claims, judgments or awards of damages, arising out of or resulting from the acts, errors or omissions of the city, its elected and appointed officials, employees and agents.

9. Independent Contractor. The Attorney is and shall be at all times during the term of this Agreement an independent contractor and shall indemnify and hold harmless the City from all costs associated with the wages and benefits of the Attorney's employees or of a Coverage Attorney engaged pursuant to this Agreement.
10. Rules of Professional Conduct. All services provided by Attorney under this Agreement will be performed in accordance with the Rules of Professional Conduct for attorneys established by the Washington Supreme Court.
11. Work of Other Clients. Attorney may provide services for clients other than the city during the term of this Agreement, but will not do so where the same may constitute a conflict of interest unless the City, after full disclosure of the potential or actual conflict, consents in writing to the representation. Any potential conflicts shall be handled in accordance with the Rules of Professional Conduct referred to above.
12. Termination. This Agreement is a contract for the provision of professional services by the attorney to the City, and as such, the City as the client reserves the right to terminate the agreement without cause and without notice at any time. The attorney may, for any reason, terminate this Agreement, but in order to provide reasonable transition to other counsel and in fulfillment of the attorney's ethical obligation to the City as her client, promises she will provide sixty (60) days written notice to the City. The attorney shall also immediately notify the client in the event that the attorney's license to practice law in the state of Washington is revoked or suspended, in which case this Agreement shall be at an end.
13. Complete Agreement. This contract contains the complete agreement concerning the employment arrangement between the parties herein and shall, as of the effective date hereof, supersede all other agreements between the parties.
14. Waiver or Modification. No waiver or modification of this Agreement shall be valid unless in writing and duly executed by the party to be charged therein.

No evidence of any waiver or modification shall be offered or received in evidence of any proceeding, arbitration or litigation between the parties arising out of or affecting this Agreement or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing duly executed by the parties. The parties further agree that the provisions of this section may not be waived except as herein set forth.

15. The term of this Agreement shall be two (2) years, commencing on the 1st day of March, 2004, and terminating on the 28th day of February, 2006, subject, however, to prior termination as provided hereinabove, or upon agreement of the parties.

DATED this ____ day of ____ February, 2004.

CITY OF GIG HARBOR:

Gretchen A. Wilbert, Mayor

ATTEST:

Molly M. Towslee, City Clerk

ATTORNEY:

Brenda M. Bono



TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MHA*
SUBJECT: SISTER CITY ACTIVITY – TAKUMA, JAPAN
DATE: MARCH 17, 2004

INFORMATION/BACKGROUND

Last January, Resolution 601 was approved authorizing a process for encouraging sister city cultural activities between city citizens and the citizens of other countries. Subsequently, World Cultural Interaction, a subcommittee of the Gig Harbor/Key Peninsula Cultural Arts Commission proposed to conduct a summer 2003 program of international youth exchange in the arts under the auspices of the Cultural Arts Commission. The Cultural Arts Commission later dissolved, and world events (North Korea and Iraq) precluded the summer 2003 cultural youth exchange.

The attached resolution documents that WCI will now independently meet the requirements of Resolution 601 and suggests funding limits for the pilot program relationship for the summer of 2004 that are identical to those approved but never utilized in 2003. The program will send eight students to Japan and receive 25 in late July and early August.

RECOMMENDATION

The Mayor and I recommend approval of the resolution.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ESTABLISHING SISTER CITY AFFILIATION WITH WORLD CULTURAL INTERACTION FOR THE PURPOSE OF ENCOURAGING CULTURAL YOUTH EXCHANGE ACTIVITIES DURING THE SUMMER OF 2004 WITH TAKUMA, JAPAN.

WHEREAS, the citizens of Gig Harbor have demonstrated a desire to learn more about the people of other cities throughout the world and enhance international communication and understanding; and

WHEREAS, World Cultural interaction has established a program to conduct direct contact, communication and coordination with the people of Takuma, Japan, for the purposes of cultural enrichment of youth in the respective cities during the summer of 2004; and

WHEREAS, the WCI will maintain a commitment to the facilitation of human rights in its development of this program; and

WHEREAS, the has filed a complete application for a 501(c)(3) non-profit organization that will meet the requirements of City of Gig Harbor Resolution 601, Section 2: Criteria for Establishing and Maintaining Sister City Relationships; and

WHEREAS, a program of international youth exchange in the arts will offer significant cultural exchange opportunities to enhance mutual understanding of the world's cultural diversity; and

WHEREAS, the City of Gig Harbor has an on-going, informal relationship with Takuma, Japan:

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON:

Section 1: Funding. The 2004 pilot WCI youth exchange program may request the Mayor of the City of Gig Harbor and receive General Fund support through contract approved by the City Council in an amount not to exceed a total of \$5000.

Section 2: City Council Liaison.

The City of Gig Harbor hereby appoints Councilmember Bob Dick as the City Council liaison to the 2004 WCI pilot international youth exchange program. Councilmember

Dick will coordinate with in-state WCI international youth exchange program activities during the summer of 2004.

Section 3: City Staff Liaison.

The city staff liaison to the WCI pilot international youth exchange program activities during the summer of 2004 will be City of Gig Harbor Marketing Director Lauren Lund.

Section 4: Effective Date. The funding support, procedures and responsibilities established herein shall be applicable only to this WCI international youth exchange program during the fiscal budget year 2004.

RESOLVED this _____ day of _____, 2004.

APPROVED:

Gretchen A. Wilbert, Mayor

ATTEST / AUTHENTICATED:

Molly M. Towslee, City Clerk

Filed with the City Clerk: 3/17/04

Passed by the City Council:

Resolution No.



"THE MARITIME CITY"

POLICE DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: Lt. William Colberg (ACOPY)
SUBJECT: 2003 BOATING SAFETY PROGRAM AGREEMENT
DATE: MARCH 12, 2004

INFORMATION/BACKGROUND

Pursuant to RCW 88.02.040, the Department of Licensing collects vessel registration fees on an annual basis. A portion of these fees is distributed to counties providing approved boating safety programs. Under WAC 352-65-30, such counties are responsible for disbursing a portion of this funding to municipalities with approved boating safety programs. The WAC provides no set guidelines for distribution, other than to require "equitable" distribution of the funds. Gig Harbor has a state approved boating safety program and has received a portion of the state funding for the past nine years.

We were eligible for a portion of this funding during the 2003 budget year. Because of the delay in the state disbursement of funds, the county must wait to make their distribution. As a result, we are actually always contracting "in reverse", being paid for last year's budget cycle.

FISCAL IMPACTS

If we sign the agreement, we will receive our share of the 2003 funding, \$12,506.00. If we do not sign the agreement, we receive none of the state boating safety funds.

RECOMMENDATION

This agreement was reviewed, amended and agreed to by City Attorney Carol Morris. I recommend that Council authorize the Mayor to sign the Boating Safety Program Agreement as submitted.

M E M O R A N D U M

To: Bill Colberg, Acting Gig Harbor Police Chief
From: Carol A. Morris, City Attorney
Date: February 17, 2004
Subject: Boating Safety Agreement

Bill, here are my comments on the Boating Safety Agreement:

1. In the fourth "whereas," there is reference to "WAC 325.65.30." This looks like a typo. Should it be WAC 352-65-050?
2. In Section 1, there is reference to "WAC 356.65.040." This looks like a typo. Should it be WAC 352-65-040?
3. In Section 8, it states: "This agreement shall take effect upon the signature of both parties and shall remain in effect until September 30, 2004 unless sooner extended by written agreement of the parties." Isn't this just a pass-through agreement to allow the County's distribution of the funds to the City? If so, it doesn't need to be extended, because the County will have to provide the City with a new agreement next year for the 2005 distribution, right? Therefore, shouldn't it should state: "This agreement shall take effect upon the signature of the duly authorized representative of both parties and shall remain in effect until December 31, 2004."
4. The signature page is for a contractor, not an interlocal agreement. However, it won't cause a problem if the City signs it, after all, this is a very abbreviated agreement – just for the distribution of funds.

Otherwise, I can approve it for form. You should let Dave Rodenbach know that a separate fund needs to be created for the money (WAC 352-65-045(10)). Also, keep in mind that the City has to submit an annual report of activities performed through the boating safety program and submit an annual report of all program expenditures. (WAC 352-65-045(9).) Thanks.

**CITY OF GIG HARBOR
BOATING SAFETY PROGRAM AGREEMENT**

This agreement entered into by the County of Pierce (COUNTY) and the City of Gig Harbor (CITY), witnesses that:

WHEREAS, pursuant to RCW 88.02.040, the Department of Licensing collects vessel registration fees on an annual basis, retains the first 1.1 million dollars of what was collected and then distributes the remainder to Washington Counties that have approved boating safety programs; and

WHEREAS, The County has an approved boating safety program; and

WHEREAS, the 2003 annual distribution of vessel registration fees in the amount of \$162,428.31 has been received by the County; and

WHEREAS, pursuant to WAC 352.65.040, the legislative authority of each County with an approved boating safety program will be responsible for equitable distribution of funds allocated by the State Treasurer to local jurisdictions with approved boating safety programs within the County; and

WHEREAS, local jurisdictions offering boating safety services and desiring to receive distribution of funds must enter into a cooperative agreement with the County and receive and maintain State Park's approval for the boating safety program; and

WHEREAS, the City has received State approval of its boating safety program and is eligible to receive an equitable share of the vessel registration fees distributed to the County; and

WHEREAS, the County and the City desire to enter into a cooperative agreement;

NOW THEREFORE, in consideration of the covenants, conditions, performances and promises hereinafter contained, the parties agree as follows:

1. The City agrees to use the funds made available under this agreement only for boating safety purposes as defined by WAC 365.65.040. The City further agrees to use the funds to increase boating safety education and enforcement efforts and to stimulate greater local participation in boating safety, but not to use the funds to supplant existing boating safety funding.
2. The City agrees to operate its boating safety programs in compliance with the State's program requirements and to comply with all applicable federal, state and local laws in performing any activities resulting from the use of the funds distributed under this agreement.

3. The City agrees to submit an annual report of activities performed and participate in state-wide boating surveys as required by State parks. Additionally, in accordance with WAC 352.65.060, an annual program assessment and report of activities of the local jurisdiction boating safety program will be made by State parks in order to insure the integrity of the program approval.
4. The County and the City agree that the City's equitable share of vessel registration fees is \$12,506. The County agrees to deliver to the City Treasurer a check in that amount.
5. No changes or additions shall be made to this agreement except as agreed to both parties and reduced to writing and executed with the same formalities as are required by the execution of this agreement.
6. The laws of the State of Washington shall govern this agreement. The parties stipulate that any lawsuit regarding this agreement must be brought in Pierce County Washington.
7. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provision of this agreement shall remain in full force and effect.
8. This agreement shall take effect upon the signature of both parties and shall remain in effect until September 30, 2004 unless sooner extended by written agreement of the parties.

End of agreement. Signature page immediately following.

1/6/85

PIERCE COUNTY CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2004.

CONTRACTOR:

Contractor Signature Date

Title of Signatory Authorized by Firm Bylaws

Name: City of Gig Harbor

UBI No. _____

Address: 3510 Grandview Street
Gig Harbor, WA 98335

Mailing Address: same as above


Contact Name: Chief of Police


Phone: 851-8136

Fax: _____

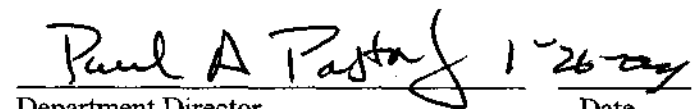
PIERCE COUNTY:

Reviewed:

 _____ 1/26/04
Prosecuting Attorney (as to form only) Date

 _____ 1-30
Budget and Finance Date

Approved:

 _____ 1-26-04
Department Director Date
(less than \$250,000)
ck

County Executive (over \$250,000) Date



STATE OF WASHINGTON

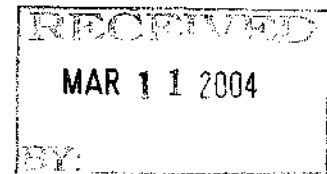
WASHINGTON STATE LIQUOR CONTROL BOARD

3000 Pacific Ave SE • PO Box 43075 • Olympia WA 98504-3075 • (360) 664-1600

THE GREEN TURTLE LLC
2905 HARBORVIEW DR
GIG HARBOR WA 98335-1910

March 8, 2004

Re: THE GREEN TURTLE
2905 HARBORVIEW DR
GIG HARBOR, WA 98335-1910



LICENSE #078190 - 1J
UBI 602-129-878-001-0001

Your liquor license has been approved for the following:

BEER/WINE REST - BEER/WINE

This license is valid through June 30, 2004.

Please post this letter as your temporary operating permit. If you do not receive your Master License with liquor endorsements in 15 days, contact Master License Service at 360-664-1400.

Alterations or changes in ownership require Board approval. If you wish to make such changes, please contact your local liquor control agent for assistance.

Your request to keep spirituous liquor on your premises for cooking purposes is approved subject to the following conditions:

1. The spirituous liquor must be used for cooking purposes only.
2. The customer must be made aware that the food product contains liquor, and that the alcohol content is less than one percent by weight.
3. The Board may withdraw this approval if problems arise.

This approval is based on your meeting all requirements of state, county, and city laws and ordinances relating to sanitation, zoning, fire, safety and building codes to include the laws relating to public accommodations for physically disabled persons (RCW 70.92).

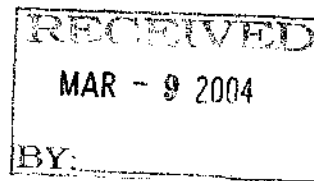
SHERRY GUTWEILER/omb
Liquor License Investigator
(360) 664-1601

cc: Tacoma Enforcement Office
City of Gig Harbor
File



LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20040630

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 GIG HARBOR FARMERS MARKET ASSO	GIG HARBOR FARMERS MARKET ASSOCIATION BONNEVILLE GARDENS GIG HARBOR WA 98335 0000	085416	FARMERS MARKET FOR BEER/WINE
2 GIG HARBOR FARMERS MARKET ASSO	GIG HARBOR FARMERS MARKET ASSOCIATION 3500 HUNT ST GIG HARBOR WA 98335 0000	085415	FARMERS MARKET FOR BEER/WINE



WASHINGTON STATE LIQUOR CONTROL BOARD-License Services
1025 E Union - P O Box 43075
Olympia WA 98504-3075

TO: MAYOR OF GIG HARBOR

March 9, 2004

SPECIAL OCCASION # 092055

HARBOR HEIGHTS PTA
4006 36TH NW
GIG HARBOR, WA 98335

RECEIVED
MAR 11 2004
FAX

DATE: MAY 1, 2004

TIME: 5PM TO 12AM

PLACE: EAGLES - 4425 BURNHAM DR, GIG HARBOR

CONTACT: DELLA SLOSAR - 253-858-3745

SPECIAL OCCASION LICENSES

- * License to sell beer on a specified date for consumption at specific place.
- * License to sell wine on a specific date for consumption at a specific place.
- * Beer/Wine in unopened bottle or package in limited quantity for off premises consumption.
- * Spirituous liquor by the individual glass for consumption at a specific place.

If return of this notice is not received in this office within 20 days from the above date, we will assume you have no objection to the issuance of the license. If additional time is required please advise.

1. Do you approve of applicant? YES__ NO__
2. Do you approve of location? YES__ NO__
3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? YES__ NO__

<u>OPTIONAL CHECK LIST</u>	<u>EXPLANATION</u>	
LAW ENFORCEMENT	_____	YES__ NO__
HEALTH & SANITATION	_____	YES__ NO__
FIRE, BUILDING, ZONING	_____	YES__ NO__
OTHER:	_____	YES__ NO__

If you have indicated disapproval of the applicant, location or both, please submit a statement of all facts upon which such objections are based.

DATE SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE



"THE MARITIME CITY"

ADMINISTRATION

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: RESOLUTION - COMMUNITY CENTER M&O SUPPORT
DATE: MARCH 16, 2004

INFORMATION/BACKGROUND

At the request of Mayor Wilbert, the attached resolution is forwarded for your consideration. The resolution outlines a two-step process for development of partial maintenance and operations support for the proposed Gig Harbor Peninsula Community Center located on six acres of Pierce County property next to the Gig Harbor High School track. The first step requires Pierce County, the property lessor, to approve a construction agreement with the Boys and Girls Clubs of South Puget Sound, the property lessee, for the construction of a Community Center as described in the November, 2003, conceptual design study by Thomas Cook Reed Reinvald titled *Gig Harbor Peninsula Community Center*. The second step requires Pierce County and the City of Gig Harbor to develop an interlocal agreement to guarantee fiscal and management supervision to coordinate the distribution and utilization of \$150,000 per year for a five-year period for the purposes of maintenance and operations of the Community Center.

POLICY CONSIDERATIONS

The proposed facility is located within the Peninsula Recreation Center identified in the City of Gig Harbor *Park, Recreation and Open Space Plan* (p. 218). Notably, page 205 of the plan states:

Neighborhood playgrounds and competitive athletic facilities may be sited as independent properties or portions of other sites that include trail corridors, resource activities, *multi-use indoor centers*, or other public facilities. Where practical, neighborhood playgrounds may be co-located with elementary and intermediate schools, and competitive athletic facilities with middle and high schools.

The *Park, Recreation and Open Space Plan* indicates that both teen center facilities and senior center facilities are within the upper quartile of facility needs as identified by City of Gig Harbor citizens (p.253). Moreover, of 50 surveyed programming possibilities, teen and senior programs are the top two recreational *program* priorities identified by city citizens (p. 252). Joint ventures with non-profit entities to achieve facility and program parks objectives are viewed positively by the public (p. 258).

FINANCIAL CONSIDERATIONS

The commitment of \$150,000 per year for five years is contingent on the development and approval of an agreement as described in the resolution.

RECOMMENDATION

I recommend approval of the resolution as proposed.

CITY OF GIG HARBOR
RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON, SUPPORTING DEVELOPMENT OF A COMMUNITY CENTER THAT INCLUDES FACILITIES SUPPORTING THE SOCIAL AND RECREATIONAL HEALTH AND WELFARE OF SENIORS, ADULTS AND YOUTH.

WHEREAS, the City of Gig Harbor supports development of the Peninsula Recreation Center as identified in the 2003 adopted *City of Gig Harbor Parks, Recreation and Open Space Plan*; and

WHEREAS, Pierce County and the Boys and Girls Club of South Puget Sound have entered a 50-year lease agreement with two renewable 25 year terms on March 19, 2003, for the provision of property to construct a facility for the purposes of a Boys and Girls Club facility, a Senior Center, and other community-oriented uses and activities; and

WHEREAS, under the lease agreement Pierce County will not be responsible for costs related to construction or maintenance and operations of the facility; and

WHEREAS, cooperation between the City of Gig Harbor and Pierce County and the Boys and Girls Club of South Puget Sound is necessary to facilitate completion of the Gig Harbor Peninsula Community Center within the Peninsula Recreation Center that will house social and recreational programs, including Senior Center programs, Boys and Girls Club programs, and local, not-for-profit social and recreational programs; and

WHEREAS, the proposed improvement will in part benefit the recreational and social interests of city residents; and so therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AS FOLLOWS:

Section 1. Five-Year Operations and Maintenance. The Mayor is authorized and directed to present for approval by the City of Gig Harbor City Council an interlocal agreement with Pierce County for the purpose of operations and maintenance of a proposed Gig Harbor Peninsula Community Center facility in a total amount not to exceed \$150,000 per year for a period not to exceed five (5) years, commencing upon the operation of the completed and publicly available facility. This interlocal agreement shall express maintenance and

P.2 Community Center Resolution No. _____

operations commitments, as well as recreational and social program commitments for the five-year period of the agreement.

Section 2. Agreement for Construction of Gig Harbor Community Center. Attached as an exhibit to the interlocal operations and maintenance agreement referenced above in Section 1 for the Gig Harbor Community Center, the Mayor is also directed to present to the City of Gig Harbor City Council an agreement between the Boys and Girls Clubs of South Puget Sound and Pierce County that provides for the location of a Gig Harbor Community Center, for the lay-out of the building schematic, for the construction cost estimate, and for recreational and social programs, all of which are consistent with such concepts as outlined in the November, 2003, conceptual design study by Thomas Cook Reed Reinvald titled *Gig Harbor Peninsula Community Center*.

Section 3. Effective Date. This resolution shall take effect immediately upon adoption.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR
this 22nd day of March, 2004.**

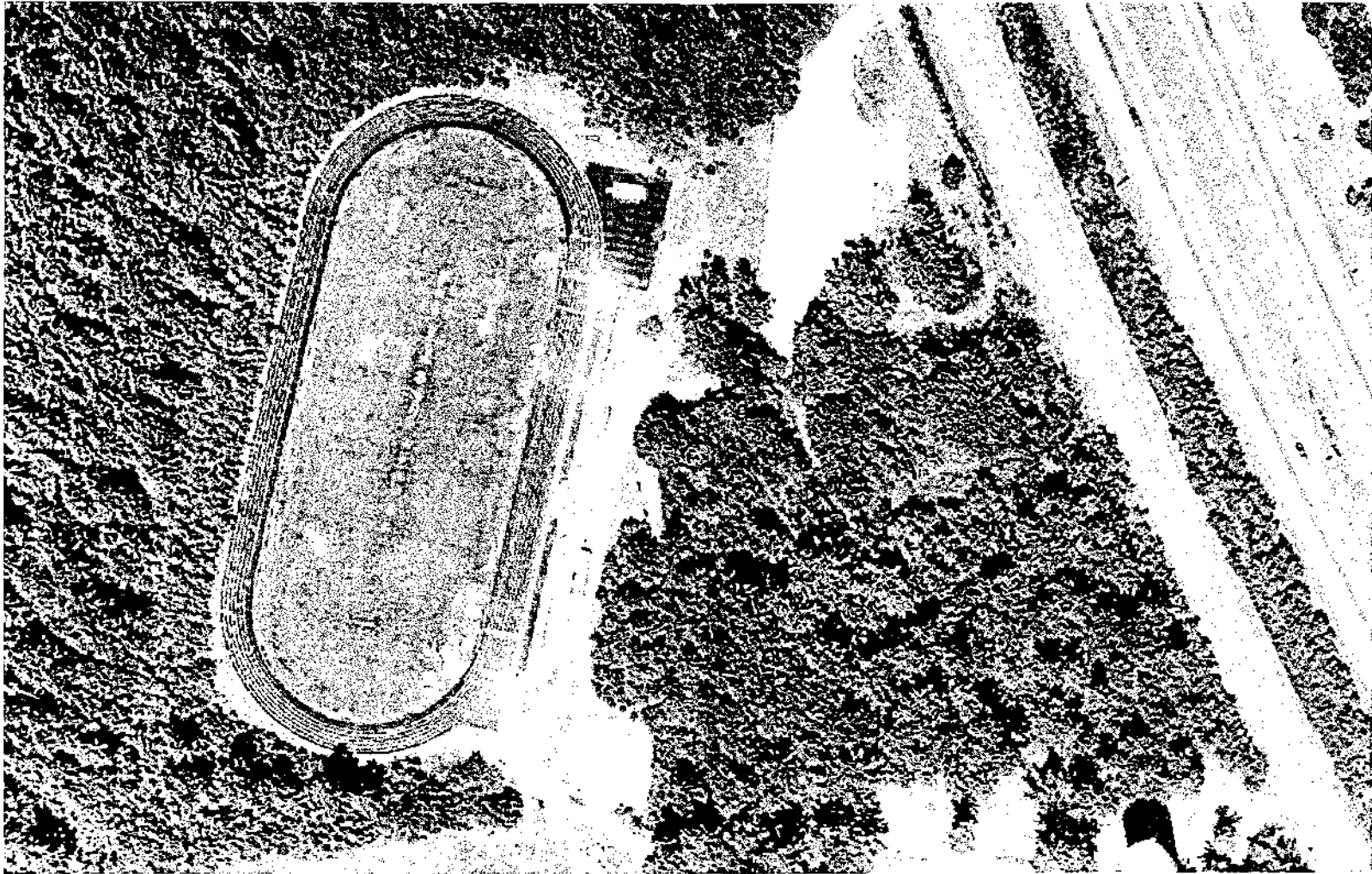
APPROVED:

GRETCHEN A. WILBERT, MAYOR

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 3/22/04
PASSED BY THE CITY COUNCIL: 3/22/04
RESOLUTION NO.



GIG HARBOR / PENINSULA COMMUNITY CENTER

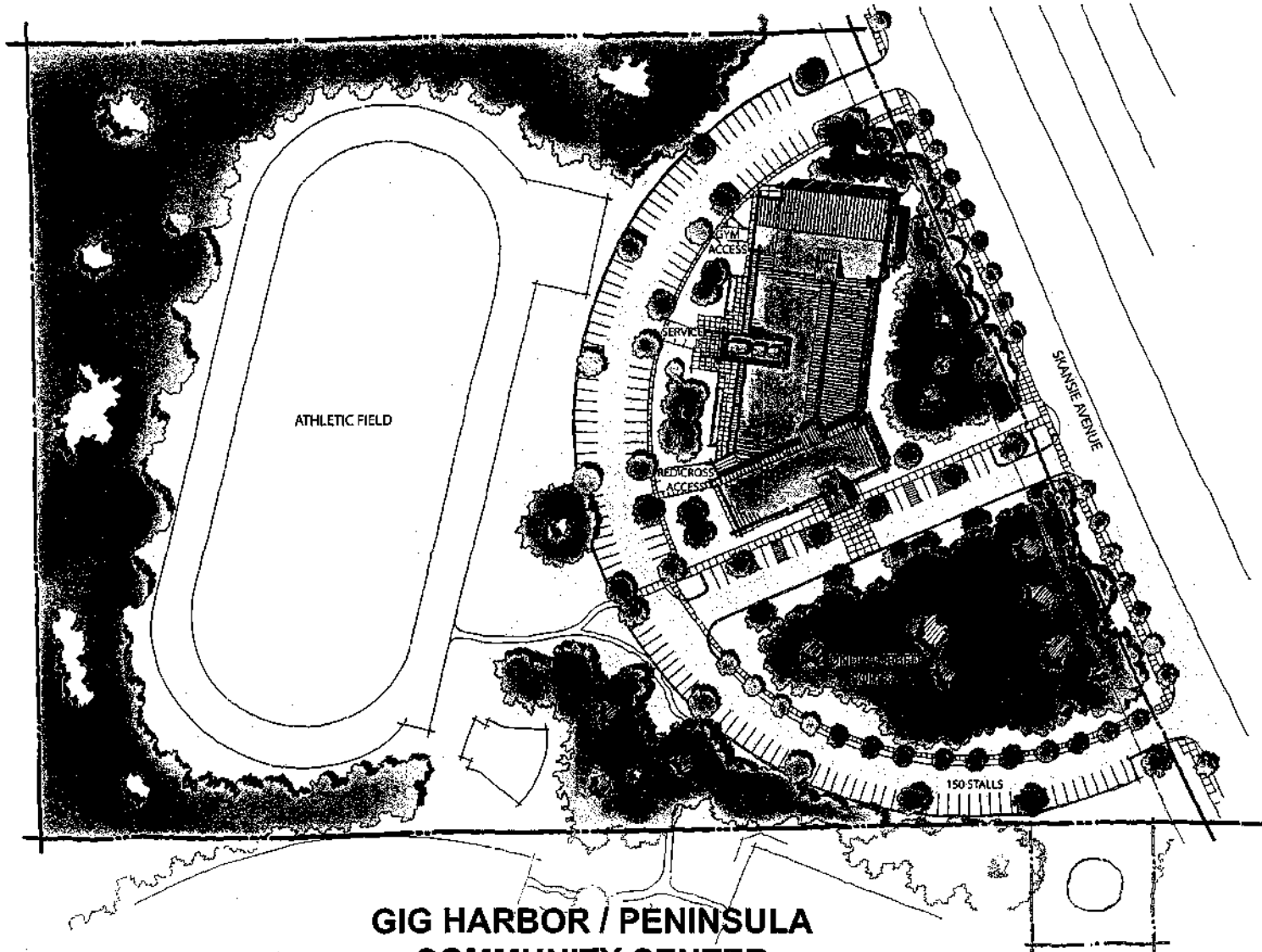
0 30 60 90



BOYS & GIRLS CLUBS
OF PIERCE COUNTY

BOYS AND GIRLS CLUB
PENINSULA ATHLETIC ASSOCIATION
RED CROSS
SENIOR CENTER
PIERCE COUNTY PARKS & RECREATION
CITY OF GIG HARBOR
PENINSULA SCHOOL DISTRICT

THOMAS CLARK REED & ASSOCIATES

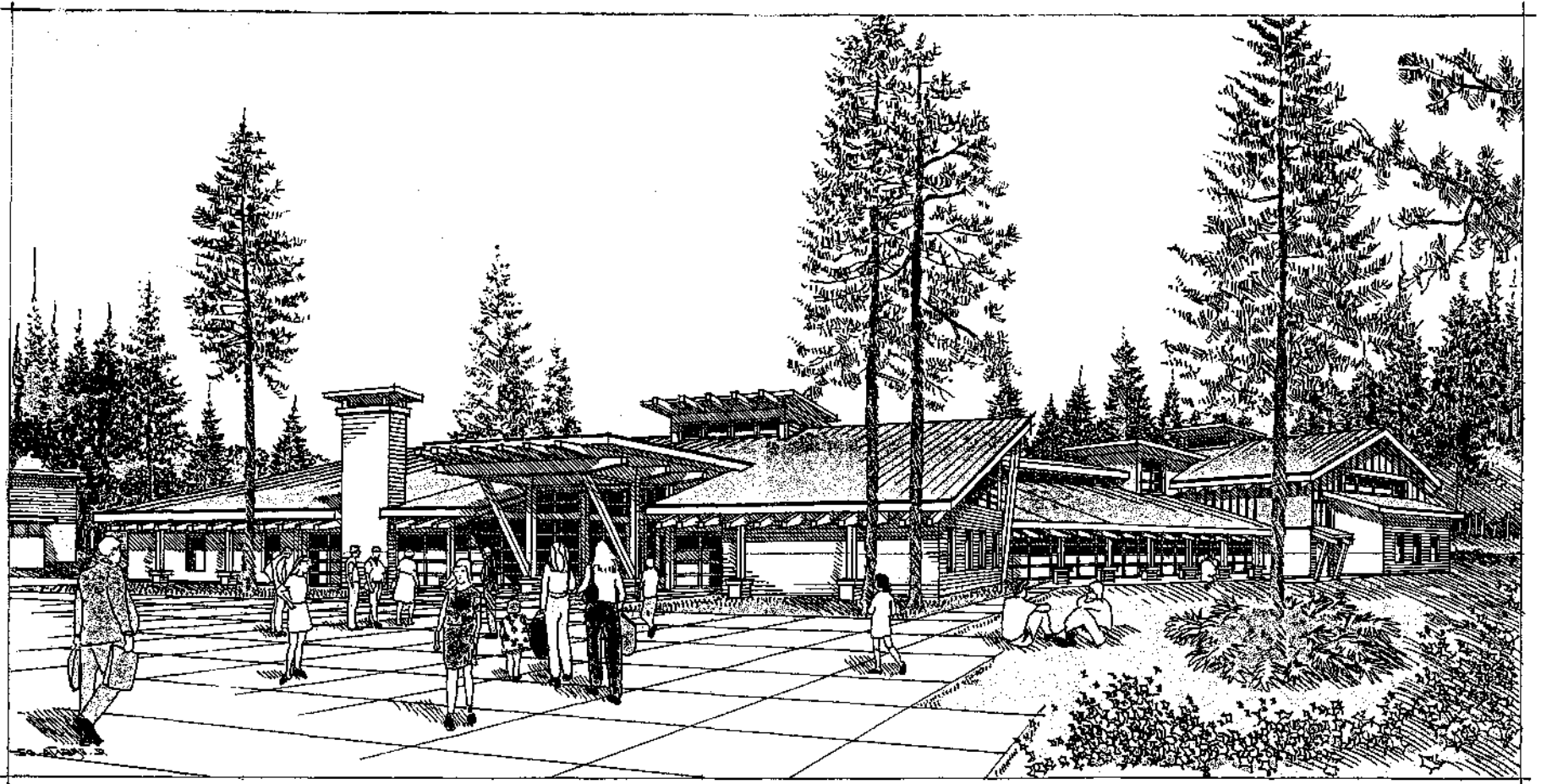


**GIG HARBOR / PENINSULA
COMMUNITY CENTER**

BOYS & GIRLS CLUBS
OF PIERCE COUNTY

BOYS AND GIRLS CLUB
PENINSULA ATHLETIC ASSOCIATION
RED CROSS
SENIOR CENTER
PIERCE COUNTY PARKS & RECREATION
CITY OF GIG HARBOR



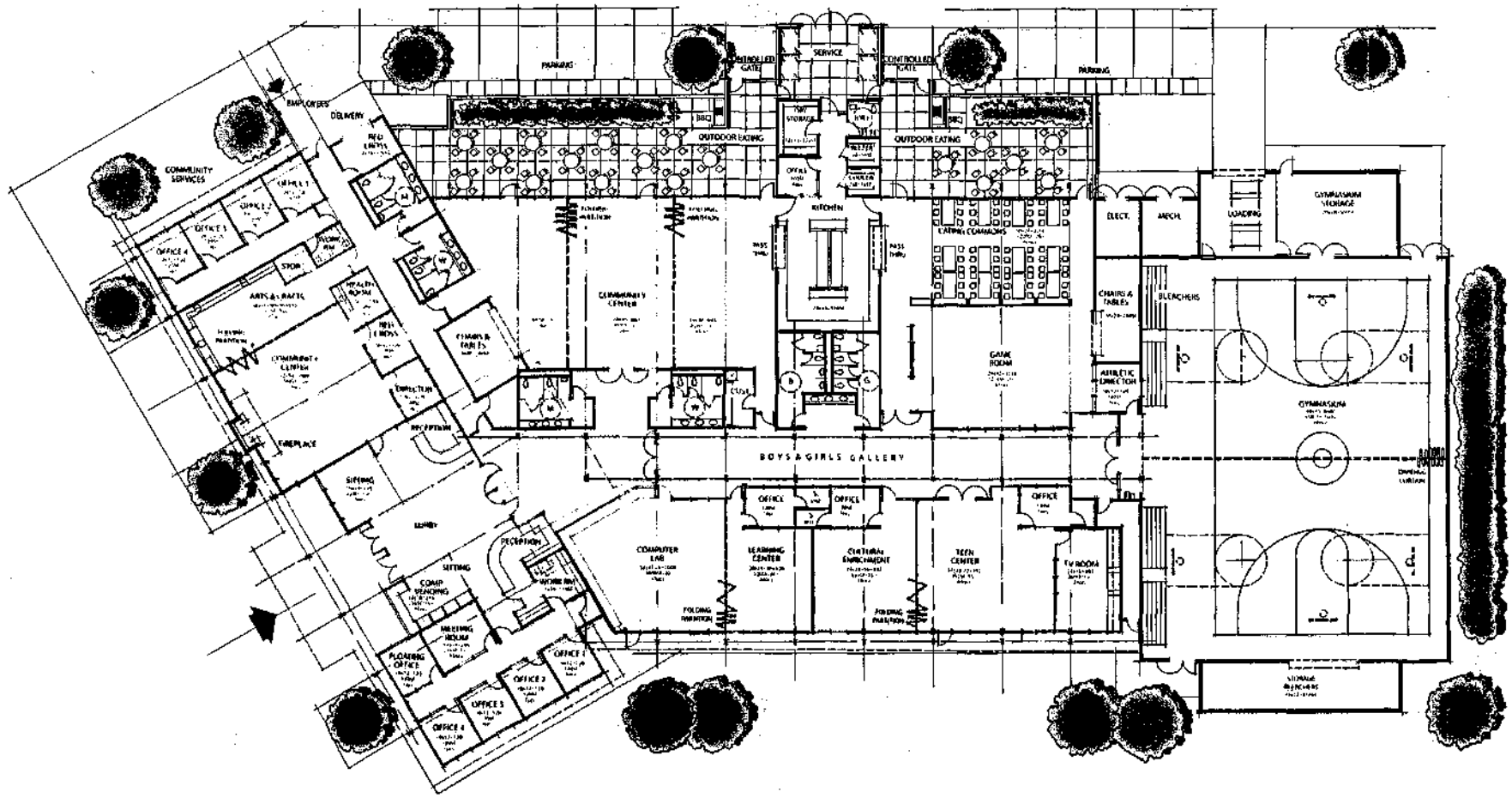


GIG HARBOR / PENINSULA COMMUNITY CENTER

BOYS & GIRLS CLUBS
OF PIERCE COUNTY

BOYS & GIRLS CLUB
PENINSULA ATHLETIC ASSOCIATION
RED CROSS
SENIOR CENTER
PIERCE COUNTY PARKS & RECREATION
CITY OF GIG HARBOR
PENINSULA SCHOOL DISTRICT

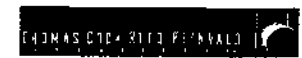
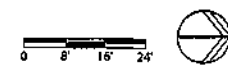
THOMAS FOUR BEARD



GIG HARBOR / PENINSULA COMMUNITY CENTER

BOYS & GIRLS CLUB
PENINSULA ATHLETIC ASSOCIATION
RED CROSS
SENIOR CENTER
PIERCE COUNTY PARKS & RECREATION
CITY OF GIG HARBOR

BOYS & GIRLS CLUBS
OF PIERCE COUNTY



Estimate Totals

Labor	561,340	11,912.730	hrs
Material	487,663		
Subcontract	3,410,225		
Equipment	82,454	6,887.540	hrs
Other	<u>61,188</u>		
	4,602,870	4,602,870	
Contengency Percentage	368,230	8.000 %	
Builders Risk (Combustible)	22,263	3.750 \$ /	
Overhead & Profit	312,085	6.250 %	
B&O Taxes,General Insurance	<u>106,109</u>	2.000 %	
	808,687	5,411,557	
Performance Bond	<u>45,121</u>		
	45,121	5,456,678	
State Sales Tax	480,188	8.800 %	
	<u>Total</u>	5,936,866	

LEASE AGREEMENT

THIS LEASE is made between Pierce County, a political subdivision of the State of Washington, and a municipal corporation, (hereinafter designated "Lessor") and the Boys and Club of South Puget Sound, Washington, (hereinafter designated "Lessee").

RECTALS:

1. Description of Parties.

The Lessor. The Lessor is Pierce County, a political subdivision and a municipal corporation of the State of Washington.

The Lessee. The Lessee is the Boys and Girls Club of South Puget Sound, Washington, a non-profit corporation.

2. General Purpose of Lease. The Lessee shall use and occupy said property as described in Exhibit "A" attached hereto for the sole and exclusive purpose of constructing and maintaining a Boys and Girls Club facility, which will include a youth facility targeting children and youth in kindergarten through the 8th grade, together with floor space for a Senior Center, and other community-oriented uses and activities. Paved parking areas and driveways shall also exist on the premises. The general purpose of the lease is for the construction, operation and maintenance of a Boys and Girls Club Youth Facility together with a Senior Center, open to the public at large on a specified schedule. The Boys and Girls Club, together with Lessees, shall be financially self-sustaining, based on external funding and user charges.

3. Lease Premises. This lease shall be for that certain parcel of real property whose legal description is attached hereto and incorporated by reference herein as Exhibit "A", which is the remainder portion "New Parcel B". The lease premises are wholly located within Pierce County.

4. Lease Term. This lease shall be for the term of fifty (50) years and shall expire on December 31, 2053. This lease shall be renewable at the option of the Lessor for two (2) consecutive twenty five year terms.

5. Lease Charges. This lease shall be for the annual rent of \$10.00. Lessee shall pay labor, operations and capital requirements as set forth hereinafter in this lease. A significant consideration of this lease is that the Boys and Girls Club and its sub-lessees shall offer activities to the public at large on a scheduled basis, that shall relieve the burden on the lessor, Pierce County, to provide similar amenities and activities to the public at large.

6. Lease Concept. The lessee operates Boys and Girls Clubs within Pierce County, Washington. The general concept of this leasehold is that the lessee shall perform private fund raising for the costs for design and construction of the Boys and Girls Club, to include space for a Boys and Girls Club, together with a Senior Center, and related facilities and parking. Lessor shall retain ownership of the land on which the premises are located, subject to the use rights of the lessee. It is not anticipated that any public funds shall be provided for either capital or operations and maintenance of the structures and improvements to be located on the leased premises. It is anticipated that the leased premises shall be open to the public at large, for the use of a Boys and Girls Club, involving a kindergarten through 8th grade population, together with a Senior Center, targeting a retired and senior population. It is anticipated that the lessee shall be permitted to offer interior floor space to sublease tenants, which shall consist of community services for the public at large.
7. No Discrimination Based Upon Ethnicity, Race, Religion, or Ethnic Origin. The lessee and its sub-lessees, shall comply with all statutes and regulations of the United States, the State of Washington, and the County of Pierce concerning discrimination based on race, ethnicity, or religion. Provided, that lessees activities are targeted at a youth population of kindergarten through 8th grade, together with the Senior Center, for senior citizens of Pierce County. Provided also that lessee be and is allowed to offer office space to any religious body for community meetings on a non-preferential basis.
8. Construction. Lessee has a project plan of developing the leased site with a structure for the use of the Boys and Girls Club, together with a Senior Center Facility, including cooking facilities, and parking. Design approval of proposed structures shall be vested in the lessor, Pierce County. The site design, site plan, structures, site parking, paved areas, storm drainage, and all utilities, including architecture, soils and geotechnical, and engineering shall require the written approval of the Lessor. Project design and approvals shall be at the sole expense of the Lessee. All permits including environmental review and site plan review, building, and code approvals shall be undertaken at the sole expense of the Lessee, including permitting, variances if applicable, attorney fees and court proceedings, as applicable. Future structural remodeling, additions, remodels or reductions to the approved structures including parking shall require the written approval of the Lessor.
9. Building. Design and Construction of the Site Improvements shall take place no later than 5 years from the date of this lease. Lessee shall notify Lessor of the dates of construction no later than one year prior to construction.
10. Capital Funding. It is understood and agreed that the Lessee shall develop its capital funding for the design, permitting and construction of its proposed improvements no less than 3 years from the date of this lease. In the event that the Lessee is not able to raise

sufficient capital to develop the site in accordance with its master plan within said period of time, then this lease shall be terminated by the Lessor upon one year written notice to the Lessee.

11. Construction Costs. It is understood and agreed that lessee shall bear all costs of construction, including architecture, engineering, permit review, filling and grading, and structural work. Lessee shall not look to lessor for any contribution for either capital costs or operation and maintenance, provided that if lessor installs a private road or utilities to reserved parcels of land that lie generally to the west of the leased premises, lessor shall pay for the cost of capital and operations and maintenance of said paved private road and/or utilities.
12. Reserved Right of Access. Lessor shall reserve a right of access to retained parcels of land that generally lie to the west of the leased premises, consisting of a right of way for ingress and egress, together with underground or above-ground utilities, including but not limited to sewer, water, electricity, cable, fiber optic, and natural gas. The legal description of the reserved right of way for ingress, egress, and all utilities will be described during the site design process. Construction of a paved driveway, along with suitable parking, shall be the sole responsibility of the Lessee.
13. Lessee Responsible for Assessments and Charges. The Lessee shall be responsible and shall timely pay all Storm Drainage and Surface Water Management Utility charges, LID and ULID assessments and charges, if any, sewer, water, solid waste collection, electricity, natural gas, telephone and cable charges and fees. The lessee shall pay the same in a timely fashion and permit no such assessments, charges or fees to become a lien on the property.
14. Leasehold Personnel Costs. Lessee shall be solely responsible for all Boys and Girls Club personnel, janitorial, maintenance, construction and reconstruction costs. Employees and/or volunteers or contractors, subcontractors, or employees of contractors and subcontractors of the Lessee shall have no right to employment from the Lessor, whether wages, fringe benefits, retirement, or right to employment. Lessor shall have no privity in contract with employees or staff of the Lessee. Lessor shall have no financial obligation to the lessee for labor expenses of the Lessee.
15. Defense and Indemnity. Lessee agrees to defend, indemnify and save harmless the Lessor, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the Lessor, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Lessee, its successors or assigns, or its

agents servants or employees, the Lessor, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the Lessor, its appointed or elected officials or employees. It is further provided that no liability shall attach to the Lessor by reason of entering into this agreement, except as expressly provided herein.

16. Assignments, Subcontracting and Subleasing. No portion of this lease agreement may be assigned, subcontracted or subleased without the written permission of lessor. No subleases will be approved without the written approval of the lessor. Sub-leases shall be for the function of recreational, athletic, cultural and artistic activities on a primary basis. It is not anticipated that interior floor space shall be open to for-profit enterprises, excepting for providers of the above-described services.
17. Assignments and Subleases. This Lease shall permit subleases only of floor space internal to buildings of the Lessee, and only for the general purposes of the Lessee. Exterior areas shall not be subleased.
18. Parking. The Lessee agrees to construct 100-plus automobile parking stalls in its parking area at the time of its site development. Lessor and Lessee agree that sufficient automobile stalls shall be available to the Peninsula School District, its students, teachers, guests and other invitees, for scheduled athletic events on the premises of the adjacent Gig Harbor High School and leased premises of the School District. Availability of parking stalls shall exist during scheduled events. It is understood and agreed that School District athletics shall generate pedestrian traffic. Pedestrians shall be permitted to access School District property and School District leased properties lying generally to the west of the Boys and Girls Club leased premises. It is understood and agreed that the Lessor and the School District or their assigns shall have driveway access from Skansie Drive to tracts of real property to the west of the property subject to this lease on a routine basis. The number of parking stalls shall not be reduced without the written permission of the Lessor.
19. Insurance and Certificate.
 - A. The Lessee shall at its own expense, procure and maintain for the term of this agreement, and thereafter until any Lessee owned improvements are removed from the Property, a comprehensive general form of insurance covering liability, including, but not limited to, Public Liability, Personal Injury, and Property Damage, in the amount of \$1,000,000.00 per occurrence and \$ 3,000,000.00 in the aggregate. Such insurance shall contain no exclusion with respect to property of Lessor in the care, custody or control of Lessee. All insurance shall be placed with insurance companies licensed to do business in the State of Washington, suitable to the Risk Management and Insurance Department of the Lessor. Lessee shall provide, and resubmit to Lessor, on an annual basis, a current Certificate of

Insurance evidencing such insurance, attention to the Lessor's point of contact. Each policy shall provide that it shall not be canceled or materially changed unless written notice of cancellation or change shall have been mailed by the insurance company to Lessor at the address designated herein. Lessor shall be named as an additional insured party covered by the policy.

- B. The furnishing of insurance required by this section shall in no way limit or diminish the liability or responsibility of the Lessee as provided under any section of this Lease.
20. Acts of Bankruptcy or Insolvency. In the event that the Lessee shall commit acts of bankruptcy or insolvency, then this lease shall be terminated immediately. This lease shall be terminated if Lessee fails and omits to bring current all expenses of capital construction, operation and maintenance. Lessee shall not permit the property to become liened, and shall cure all liens upon written demand from the Lessor. Further disposal of the property in the event of an insolvency or bankruptcy will be determined by deed reversionary clauses or contract clauses that determine the disposal of the real property in such instance and/or through court proceedings. Lessor shall not be responsible for the capital charges or operating expenses of Lessee, and Lessee shall have no recourse to the Lessor for funding or guarantees for all or any capital improvements or operating expenses of the lessee.
21. Operations and Maintenance. Lessor shall not be financially responsible for operations and maintenance costs of the Boys and Girls Club Buildings. Lessee shall hold Lessor harmless from all and any operations and maintenance costs, and taxes of the Lessee and its sublessees and assigns.
22. Capital Contributions. Lessor shall not be financially responsible for any capital contributions, assessments or reassessments of lessee for the capital requirements of the lessee. Lessee shall hold Lessor harmless from all and any capital contributions or assessments for the construction and reconstruction of the Boys and Girls Club Buildings.
23. Right of Entry of Lessor. Lessor, its officials, employees, agents, contractors, subcontractors and employees thereof shall have right of entry for fire, safety, building, structural and sanitation inspections. Right of entry shall take place upon 24 hours telephoned notice, except for regular inspections by the applicable fire marshal or building inspector which shall take place without notice. In the event of an emergency, right of entry is also permitted to the Lessor and its employees and contractors without notice to the Lessor, and to law enforcement, fire personnel and emergency medical technicians, nurses and physicians. Emergencies include but are not limited to fires, floods, power outages and medical emergencies.


24. Notice. Notice pursuant to this agreement shall be given to the lessor and lessee at the following addresses.

- A. Lessor: Mr. Jan Wolcott, Director, Pierce County Parks & Recreation Services Department, Suite 121, 9112 Lakewood Dr. SW, Lakewood, WA 98499.
- B. Lessee.


DATED this 10th day of April, 2003.

LESSOR
PIERCE COUNTY

LESSEE
BOYS & GIRLS CLUB OF
SOUTH PUGET SOUND



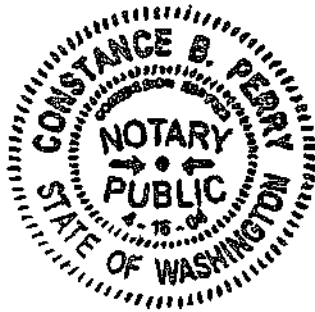
John W. Ladenburg
County Executive

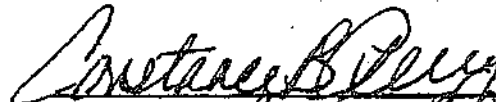


STATE OF WASHINGTON)
)ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that John W. Ladenburg Pierce County Executive, signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 10th day of April, 2003.



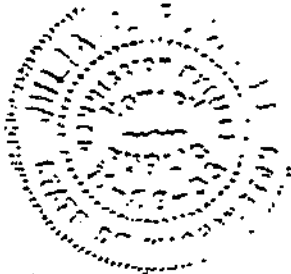


Printed Name: Constance B. Perry
NOTARY PUBLIC in and for the State
of Washington.
My appointment expires: 4-16-04

STATE OF WASHINGTON)
)ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that GARY T. WILSON signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it be the free and voluntary act of such party for the uses and purposes named in the instrument.

DATED this 19th day of MARCH, 2003.



Julia A. Puckett
Printed Name: JULIA A. PUCKETT
NOTARY PUBLIC in and for the State
of Washington.
My appointment expires: 11/28/03

Approved as to content:

Jan Wolcott
Jan Wolcott, Director
Pierce County Parks & Recreation

Approved as to content:

Mike Panagiotu
Mike Panagiotu, Risk Manager
Pierce County Risk Management

Approved as to form:

Lloyd P. Fetterly
Lloyd P. Fetterly
Deputy Prosecuting Attorney
05.28.2003
(boys club.doc)

This is only an informational exhibit showing the described easement area. This diagram is not a survey nor should it be included with any filed legal documentation. For additional survey information contact Les Olson at #3216 or Mark Holden at #3221

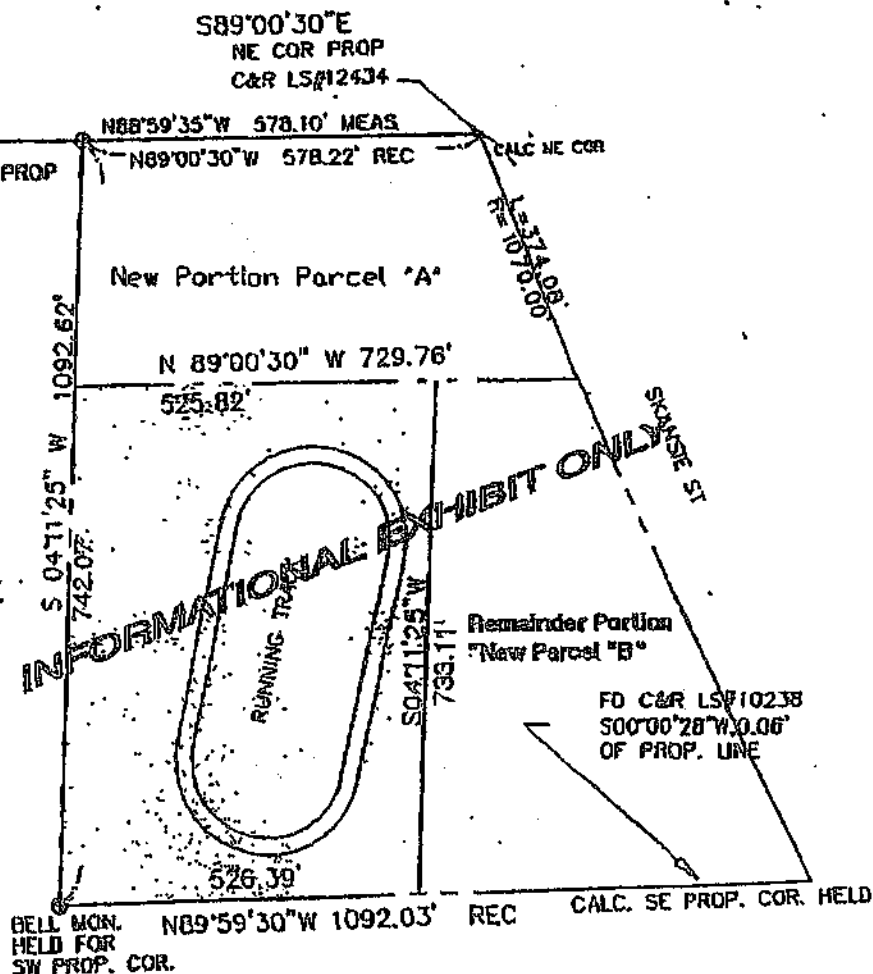
STONE W 1/4 COR SEC 6

CALC NW COR PROP

Revised Legal Description for that portion of "Parcel B" deeded to the school, eliminating approx. 0.98 ac from the n.w. portion of said parcel "B":

A portion of the "New Parcel B" as show on sheet 3 of 3 of the Boundary Line Adjustment on file in the Pierce County Auditor's office under AFN 9902095002, and all within the Southwest quarter of Section 6, Township 21 North, Range 2 East of the WM in Pierce County Washington, and further described as follows:

Commencing at the southwest corner of the Southwest quarter of Section 6, Township 21 North, Range 2 East, Willamette Meridian, Pierce County, Washington; thence
 South 89°59'30" East 670.00 feet on the south line of said subdivision;
 thence North 01°49'17" East 1530.77 feet to a point 605.00 feet east of the west line of said subdivision, said point being THE TRUE POINT OF BEGINNING of this description; thence along the west line of the original Parcel "B" and parallel with the west line of said subdivision
 North 04°11'25" East 742.07 feet to the north line of said parcel "B"; thence along said north line South 89°00'30" East 525.82 feet; thence parallel with the west line of said parcel "B" South 04°11'25" West 733.11 feet to the south line of said parcel; thence along said south line North 89°59'30" West 526.39 feet to THE POINT OF BEGINNING



Described area

PIERCE COUNTY
CONTRACT SIGNATURE PAGE

Contract #03-14926

IN WITNESS WHEREOF, the parties have executed this Agreement this 11th day of April, 2003.

PIERCE COUNTY:

LEASEE:

By [Signature] 03-28-2003
Deputy Prosecuting Attorney Date
Approved as to form only

See attached
Leasee Signature Date

By _____
Risk Management Date

By [Signature] 4/9
Budget & Finance Date

Boys & Girls Clubs of South Puget Sound
Current President: Gary J Yazwa

Approved:

[Signature] 3-21-03
By Department Director Date
(less than \$250,000)
or

Address: 1501 Pacific Ave #301
Tacoma WA 98402-3313
Phone: 253-572-8440
Fax: 253-572-8449

current contact person: Julia Puckett, ext. 13

[Signature] 4/10/03
By Pierce County Executive Date
(\$250,000 or more)

ACCORD CERTIFICATE OF LIABILITY INSURANCE

CSR #78
SBOYC-1

DATE (MM/DD/YYYY)
04/01/03

INSURED
 ion, Carlson & Kossel, Inc.
 21 70th Ave W Ste B
 University Place WA 98466-7664
 home: 253-565-3500 Fax: 253-565-7209

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

ADDITIONAL INSURED
 Boys & Girls Clubs of Pierce
 Boys & Girls Club of Westsound
 Boys & Girls Clubs of South
 Puget Sound
 1501 Pacific Ave #301
 Tacoma WA 98402

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: First National	
INSURER B: Safeco Insurance	
INSURER C: Safeco Insurance	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

SECTION / TR / RATED	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS														
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Stop Gap GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CP7782085	12/20/02	12/20/03	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (EA occurrence)</td><td>\$ 200,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 3,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 3,000,000</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (EA occurrence)	\$ 200,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 3,000,000	PRODUCTS - COMP/OP AGG	\$ 3,000,000		
	EACH OCCURRENCE	\$ 1,000,000																	
DAMAGE TO RENTED PREMISES (EA occurrence)	\$ 200,000																		
MED EXP (Any one person)	\$ 10,000																		
PERSONAL & ADV INJURY	\$ 1,000,000																		
GENERAL AGGREGATE	\$ 3,000,000																		
PRODUCTS - COMP/OP AGG	\$ 3,000,000																		
B X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA7782085	12/20/02	12/20/03	<table border="1"> <tr><td>COMBINED SINGLE LIMIT (EA accident)</td><td>\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> <tr><td>AUTO ONLY - EA ACCIDENT</td><td>\$</td></tr> <tr><td>OTHER THAN AUTO ONLY: EA ACC</td><td>\$</td></tr> <tr><td>AGG</td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT (EA accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	AUTO ONLY - EA ACCIDENT	\$	OTHER THAN AUTO ONLY: EA ACC	\$	AGG	\$
	COMBINED SINGLE LIMIT (EA accident)	\$ 1,000,000																	
BODILY INJURY (Per person)	\$																		
BODILY INJURY (Per accident)	\$																		
PROPERTY DAMAGE (Per accident)	\$																		
AUTO ONLY - EA ACCIDENT	\$																		
OTHER THAN AUTO ONLY: EA ACC	\$																		
AGG	\$																		
C	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLES <input checked="" type="checkbox"/> RETENTION \$10,000	UL7782085	12/20/02	12/20/03	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr> <tr><td>AGGREGATE</td><td>\$ 5,000,000</td></tr> <tr><td></td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ 5,000,000	AGGREGATE	\$ 5,000,000		\$		\$		\$				
	EACH OCCURRENCE	\$ 5,000,000																	
AGGREGATE	\$ 5,000,000																		
	\$																		
	\$																		
	\$																		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr><td>WE STATE-TORY LIMITS</td><td>EA</td></tr> <tr><td>EL EACH ACCIDENT</td><td>\$</td></tr> <tr><td>EL DISEASE - EA EMPLOYEE</td><td>\$</td></tr> <tr><td>EL DISEASE - POLICY LIMIT</td><td>\$</td></tr> </table>	WE STATE-TORY LIMITS	EA	EL EACH ACCIDENT	\$	EL DISEASE - EA EMPLOYEE	\$	EL DISEASE - POLICY LIMIT	\$						
WE STATE-TORY LIMITS	EA																		
EL EACH ACCIDENT	\$																		
EL DISEASE - EA EMPLOYEE	\$																		
EL DISEASE - POLICY LIMIT	\$																		
A	Crisis	CP7782085	12/20/02	12/20/03	Employee Dishonesty \$150,000														

RISK MANAGEMENT INSURANCE
 Approved: [Signature]
 Date: 4/3/03

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Pierce County Parks & Recreation is named as Additional Insured.

CERTIFICATE HOLDER

PARKREC
 Pierce Cnty Parks & Recreation
 FAX 253-582-7461
 Attn: Jan Welcott
 9112 Lakewood Dr
 Lakewood WA 98499

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Mark D. Hanks [Signature] [Signature]



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: PUBLIC HEARING - RESOLUTION ACCEPTING THE NORTHWEST
EMPLOYMENT CENTER ANNEXATION PETITION (ANX 03-04)
DATE: MARCH 22, 2004

INFORMATION/BACKGROUND

The City Council met with the initiators of a 'Notice of Intention to Commence Annexation Proceedings' on September 8, 2003 concerning a proposed annexation of approximately two hundred and twenty-six (226) acres of property west of Highway 16, south of the Washington Correctional Center for Women, and north of Rosedale Street. At that time, the Council voted to authorize circulation of the annexation petition subject to adoption of the pre-annexation Employment District (ED), Public Institutional (PI), and Single-Family Residential (R-1) zoning and a requirement that the property owners assume a proportionate share of the City's indebtedness.

The City received a petition for annexation on November 10, 2003. Given that the entire annexation area is uninhabited, the petition must be signed by the owners of a majority of the acreage for which annexation is sought (RCW 35A.14.420 (3)). The petition was subsequently certified by the Pierce County Office of the Assessor-Treasurer as being legally sufficient on February 5, 2004. Additionally, staff requested a review of the proposed legal description by the Washington State Department of Transportation Geographic Services Division on February 25, 2004. WSDOT had not commented as of March 15, 2004.

Acceptance of the annexation petition and referral to the Pierce County Boundary Review Board for consideration must be done by Resolution.

Notice of this public hearing was mailed to all property owners of record both within the annexation area and within three hundred feet (300') of the area proposed for annexation on February 25, 2004, including the Department of Natural Resources and the Department of Corrections; published in the Peninsula Gateway on March 3, 2004; and was posted in three conspicuous places within the area proposed for annexation on March 5, 2004.

RECOMMENDATION

I recommend that the Council approve the resolution accepting the annexation petition for the Northwest Employment Center Annexation (ANX 03-04) and further refer it to the Pierce County Boundary Review Board for consideration.

**CITY OF GIG HARBOR
RESOLUTION NO. _____**

A RESOLUTION OF THE CITY OF GIG HARBOR, RELATING TO ANNEXATION AND ZONING, PROVIDING THE CITY COUNCIL'S ACCEPTANCE OF THE ANNEXATION PETITION FOR APPROXIMATELY TWO HUNDRED AND TWENTY-SIX (226) ACRES OF PROPERTY LOCATED WEST OF HIGHWAY 16, SOUTH OF THE WASHINGTON CORRECTION CENTER FOR WOMEN, AND NORTH OF ROSEDALE STREET LOCATED IN PIERCE COUNTY (ANX 03-04), DECLARING THE CITY COUNCIL'S INTENT TO ADOPT PROPOSED ZONING REGULATIONS FOR THE ANNEXATION AREA AND REFERRING THE PETITION FOR ANNEXATION TO THE BOUNDARY REVIEW BOARD.

WHEREAS, on June 4, 2003, the City of Gig Harbor received a Notice of Intent to Annex approximately two hundred and twenty-six (226) acres of property located west of Highway 16, south of the Washington Correction Center for Women, and north of Rosedale Street located in Pierce County, more particularly described in Exhibit A, attached hereto and incorporated herein as if fully set forth in full; and

WHEREAS, the Notice of Intent was signed by the owners of not less than ten percent (10%) of the acreage of the property described in Exhibit A; and

WHEREAS, on September 8, 2003, the City Council met with the initiators of the petition voted to authorize circulation of the annexation petition subject to certain conditions including adoption of pre-annexation Employment District (ED), Public Institutional (PI), and Single-Family Residential (R-1); and that the property owners assume a proportionate share of the City's indebtedness; and

WHEREAS, on November 10, 2003, a petition for annexation of the property described in Exhibit A was received by the City; and

WHEREAS, on February 5, 2004, the petition for annexation was certified by the Pierce County Office of the Assessor-Treasurer, as being legally sufficient, and as containing the signatures of the owners of a majority of the acreage of the area proposed for annexation described in Exhibit A; and

WHEREAS, the property described in Exhibit A and proposed to be annexed is within the Urban Growth Area as established by Pierce County and included in the Comprehensive Plans of both the County and the City of Gig Harbor; and

WHEREAS, the City of Gig Harbor Comprehensive Plan, adopted in November 1994, established a land use map designation for this area as Employment Center, Public Institutional, and Urban Residential Low Density, along with pertinent goals and objectives, to guide the development of the annexation area over the next twenty years; and

WHEREAS, the proposed pre-annexation Employment District (ED), Public Institutional (PI), and Single-Family Residential (R-1) zoning of the property described in Exhibit A is consistent with the City of Gig Harbor Comprehensive Land Use Plan designation as Employment Center, Public Institutional, and Urban Residential Low Density; and

WHEREAS, the Gig Harbor Council has provided its intent to annex approximately two hundred and twenty-six (226) acres of property located west of Highway

16, south of the Washington Correction Center for Women, and north of Rosedale Street
Located in Pierce County, contingent upon the following conditions:

- A. Assumption by the property owners of their proportionate share of the City of Gig Harbor's indebtedness; and
- B. Imposition of Employment District (ED), Public Institutional (PI), and Single-Family Residential (R-1) zoning of the property; and

WHEREAS, on March 22, 2004, the City Council, following a public hearing on the annexation petition, the voted to approve the proposed pre-annexation Employment District (ED), Public Institutional (PI), and Single-Family Residential (R-1) zoning for the area and the annexation, subject to Boundary Review Board approval; now, therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON,
HEREBY RESOLVES AS FOLLOWS:

Section 1. The Gig Harbor City Council hereby declares its intent to authorize and approve the annexation of approximately two hundred and twenty-six (226) acres of property located west of Highway 16, south of the Washington Correction Center for Women, and north of Rosedale Street located in Pierce County, as described in Exhibit A, attached hereto, as part of the City of Gig Harbor, contingent upon compliance with the following conditions:

- A. Pursuant to the terms of the annexation petition, the property located west of Highway 16, south of the Washington Correction Center for Women, and north of Rosedale Street located in Pierce County, as

described in Exhibit A, shall be assessed and taxed at the same rate and on the same basis as property within the City, including assessments for taxes and payment of any bonds issued or debts contracted prior to or existing as of the date of annexation; and

- B. All property within the area described in Exhibit A shall be zoned as Employment District (ED), Public Institutional (PI), and Single-Family Residential (R-1) in accordance with the Gig Harbor Municipal Code, Title 17.

Section 2. The Gig Harbor City Clerk hereby declares the property described in Exhibit A, which is the subject of the annexation petition, to be contiguous with the boundaries of the City of Gig Harbor.

Section 3. The City Council hereby authorizes the Mayor to submit all necessary documentation to the Pierce County Boundary Review Board in order to gain approval for the annexation provided in this Resolution. The City Council shall not take any further action on the annexation proposal until such time as the Pierce County Boundary Review Board has completed its review of the Notice of Intent to Annex.

RESOLVED by the City Council this 22nd day of March 2004.

APPROVED:

MAYOR, GRETCHEN A. WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

BY: _____

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.

"A"

July 29, 2003
File #27705/0

GIG HARBOR ANNEXATION
LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER, AND THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST, THE NORTHEAST QUARTER, AND THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 21 NORTH, RANGE 1 EAST, ALL OF THE WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE AFOREMENTIONED SECTION 6; THEN EASTERLY ALONG THE NORTH LINE THEREOF, 310.4 FEET MORE OR LESS, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SR-16, AS SHOWN ON WASHINGTON STATE DEPARTMENT OF HIGHWAYS MAP ENTITLED SR-16 MP 8.34 TO MP 18.87, NARROWS BRIDGE TO OLYMPIC DRIVE, SAID POINT BEING 75 FEET LEFT OF STATION 1272 + 94.9 AS DEPICTED ON SAID HIGHWAY PLANS; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE 2,594.90 FEET TO STATION 1247 + 00 AND AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE SOUTHWESTERLY PERPENDICULAR TO THE AFOREMENTIONED WESTERLY RIGHT-OF-WAY LINE, 15.00 FEET TO AN ANGLE POINT IN SAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE, SAID LINE ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF 46TH AVENUE N.W., AS SHOWN IN THE DOCUMENT RECORDED UNDER AUDITORS FILE NUMBER 8106080152, TO THE NORTH LINE OF THE SOUTH HALF, OF THE SOUTH HALF, OF THE SOUTH HALF OF THE AFOREMENTIONED SECTION 6; THENCE WESTERLY ALONG SAID NORTH LINE TO THE WESTERLY MARGIN OF THE AFOREMENTIONED 46TH AVENUE N.W.; THENCE NORTHWESTERLY ALONG SAID MARGIN TO THE SOUTHEAST CORNER OF LOT 3 OF PIERCE COUNTY SHORT PLAT RECORDED UNDER AUDITORS FILE NUMBER 8405310234; THENCE WESTERLY ALONG THE SOUTH LINE THEREOF, 369.82 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 306.86 FEET TO THE SOUTHEAST CORNER OF LOT 1 OF SAID SHORT PLAT; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 272.00 FEET, TO THE WESTERLY LINE OF SAID SHORT PLAT; THENCE SOUTHERLY ALONG SAID WESTERLY LINE, 306.86 FEET, TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE AFOREMENTIONED SECTION 6; THENCE EASTERLY ALONG SAID LINE TO INTERSECT WITH A LINE HEREIN AFTER REFERRED TO AS LINE "A", SAID LINE BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION; THENCE NORTH 85°36'40" EAST, 700.00 FEET; THENCE NORTH 02°34'33" WEST, 1,530.77 FEET; THENCE NORTH 00°12'32" WEST, TO THE AFOREMENTIONED INTERSECTION AND

THE TERMINUS OF THIS LINE DESCRIPTION.

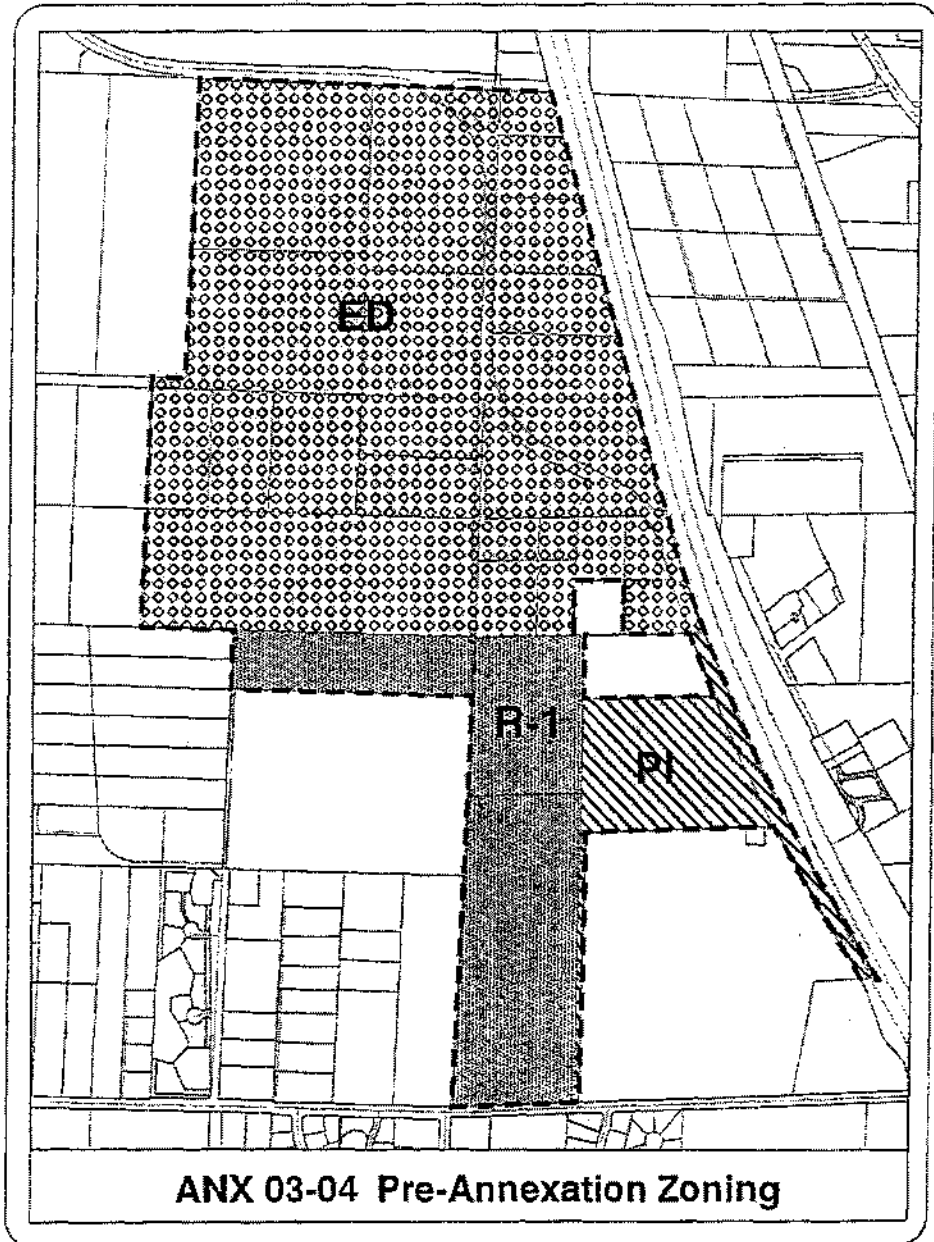
THENCE SOUTH 00°12'32" EAST ALONG SAID LINE "A", 350 FEET, MORE OR LESS, TO A LINE 350 FEET SOUTHERLY, AND PARALLEL WITH, SAID NORTH LINE OF THE SOUTHWEST QUARTER; THENCE EASTERLY ALONG SAID PARALLEL LINE TO THE WESTERLY RIGHT OF WAY LINE OF 46TH AVENUE N.W.; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE TO INTERSECT A LINE PARALLEL WITH AND 1530 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 6; THENCE WESTERLY ALONG SAID PARALLEL LINE TO THE AFOREMENTIONED LINE "A"; THENCE SOUTH 02°34'33" EAST, ALONG SAID LINE "A" 1500.77 FEET, MORE OR LESS, TO THE NORTHERLY RIGHT OF WAY LINE OF ROSEDALE STREET N.W.; THENCE WESTERLY ALONG SAID NORTH RIGHT OF WAY LINE TO THE WEST LINE OF SAID SECTION 6; THENCE NORTHERLY ALONG THE LINE COMMON TO SAID SECTION 6 AND THE AFOREMENTIONED SECTION 1, TO THE NORTH LINE OF THE SOUTH 60 RODS OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1; THENCE ALONG SAID NORTH LINE OF THE SOUTH 60 RODS, WESTERLY, 80 RODS; THENCE NORTH, PARALLEL WITH THE EAST LINE OF SAID SECTION 1, TO THE SOUTH LINE OF THE NORTHEAST QUARTER THEREOF; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE EAST LINE OF THE WEST 825 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE NORTHERLY ALONG SAID EAST LINE AND SAID EAST LINE EXTENDED NORTHERLY, TO A LINE WHICH IS 60 FEET NORTH OF, AND PARALLEL WITH, THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE EASTERLY ALONG SAID LINE TO THE EAST LINE OF THE WEST 40 ACRES, OF GOVERNMENT LOT 2 OF THE AFOREMENTIONED SECTION 1; THENCE NORTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF AFOREMENTIONED NORTHEAST QUARTER; THENCE EASTERLY, ALONG SAID NORTH LINE, TO THE NORTHEAST CORNER, OF SAID NORTHEAST QUARTER, OF SAID SECTION 1, SAID POINT ALSO BEING THE NORTHWEST CORNER, OF THE NORTHWEST QUARTER, OF THE AFOREMENTIONED SECTION 6, AND THE POINT OF BEGINNING.

MFG/lmm

527705/doc-rpts/legal/stamped_rfdg072903



"B"





COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: FIRST READING OF AN ORDINANCE ADDING A NEW SECTION
GHMC 17.01.100 ANIMALS AND BEEKEEPING IN RESIDENTIAL
ZONES AND ADDING CORRESPONDING DEFINITIONS
DATE: MARCH 22, 2004

INFORMATION/BACKGROUND

Attached for the Council's consideration is a draft ordinance adding Section 17.01.100 Animals and Beekeeping in Residential Zones to Chapter 17.01 General Regulations of the Gig Harbor Municipal Code. The proposed amendment was initiated by the City after former Councilwomen Owel was contacted by two citizens, David and Middy Ewert who expressed concern over their neighbor's beekeeping. Mr. Ewert is deathly allergic to bees and is unable to go outside in his own yard for fear of being stung. The Ewerts explained the situation to the full Council, who then requested that staff and the Planning Commission look at a text amendment to regulate beekeeping within the City.

The regulation of animals and insects in the current City municipal code is limited to regulating dogs running at large, the pick-up and disposal of animal fecal matter, the licensing of kennels, and noise disturbance. When regulating animals and insects, most municipal codes break up the regulations into two sections. A section to address nuisances such as noise, leash laws, waste disposal, and dangerous animals; and a section to address zoning issues such as the kind of animals and insects allowed, the number allowed and the conditions for keeping them. The City's Title 6 and Chapter 9.34 address nuisances, though in a limited role, yet Title 17 has no zoning regulations for animals or insects. Livestock, domestic fowl, exotic and dangerous animals, and beekeeping are all allowed in the City without any regulation. Therefore, in addition to developing regulations for beekeeping to address the Ewert's concern, zoning code text was developed for household pets, livestock and domestic fowl. To help clarify the regulations, definitions were developed for the different types of animals being regulated. These definitions are included in the ordinance.

The following are the Planning Commission's zoning code recommendations for the animals and insects to be regulated. These recommendations have been incorporated into the proposed draft ordinance:

Household Pets: Household pets include those animals that most people consider pets, such as cats, dogs, fish, birds, rabbits, ferrets, and hamsters, or any other tame

and domesticated animals kept for companionship. Household pets are often regulated by the number of small animals allowed and by how and where they must be enclosed outdoors. The planning commission had no desire to limit the number or habitat of household pets.

Proposed Text: The proposed text permits the keeping of household pets as an accessory use in residential zones with no maximum limit.

Domestic Fowl: Domestic fowl includes chickens, ducks, turkey, and peacocks, etc. Domestic fowl are often kept in small numbers by homeowners for fresh eggs and meat, and to enhance organic gardening efforts. Noise and droppings are the most common nuisances related to the keeping of domestic fowl. Regulations for domestic fowl typically include limiting the number of fowl allowed based on lot size. The larger the lot, the more fowl allowed. Regulations often require confinement of the fowl to the property of the owner or within a coop or cage.

Proposed Text: The proposed language permits the keeping of domestic fowl as an accessory use in residential zones. Up to two domestic fowl would be allowed on any residential lot. For each 6,000 square feet of lot area in excess of 12,000 square feet, one additional domestic fowl could be kept. Domestic fowl must be kept in a fenced yard or enclosure and any enclosure must be no closer than 8 feet from the property line.

Livestock: Livestock includes horses, cows, pigs, goats, llama etc. These are sometimes kept as pets in the urban environment, but are most often work animals or are raised for food. Noise and smell are the most common nuisances related to keeping livestock in the City. Sometimes certain types of livestock are prohibited in the urban environment, such as swine. However, most often, livestock are limited in number by the size of the lot.

Proposed Text: Given the smell and noise related to swine and the case law precedent, the proposed language prohibits the keeping of swine in the City (this would not include pigs kept as pets – potbellied pigs). Keeping of all other livestock would be permitted as an accessory use on single-family lots equal to or greater than one acre in size. Livestock must be confined to the lot of the owner or occupant, and any barn, stable or enclosure should meet building setbacks of the zone.

Beekeeping: As evidenced by Mr. and Mrs. Ewert, who spoke at a recent council meeting and the Planning Commission hearing, bees can pose a serious health problem to some individuals. However, bees are an unavoidable occurrence in life and no regulations will permanently eradicate bees from the City. Due to the potentially dangerous nature of bees, at the first Planning Commission work session, the City staff recommended, and the Planning Commission desired, to prohibit bees altogether from the City and retroactively require the removal of all currently kept hives. However, the City Attorney advised that prohibiting certain types of animals, making regulations

retroactive or providing an amortization schedule must be defensible through evidence. This evidence must be in the form of peer-reviewed, published scientific studies or in the form of previous case law. The staff tried to find this necessary evidence, but it was not available. Moreover, the staff could find no other jurisdiction that outright prohibited beekeeping (perhaps for similar reasons). The draft ordinance therefore does not prohibit bees. The Planning Commission has recommended the next best option – limiting bees to lots greater than one acre. A lot size limit for keeping bees is similar to regulations found in other Washington cities that do regulate beekeeping. The intent is to minimize the effect of kept bees on adjacent properties. A one-acre minimum would limit bees to approximately 100 lots within the City and 300 lots within the City's UGA.

Proposed Text: The proposed text limits the number of hives to 4 on any lot in the City. Bees would only be allowed on single-family lots larger than one (1) acre and the hives would have to be set back 30' from all property lines.

Finally, the Planning Commission and City staff is concerned about the nuisance and danger certain animals can cause in the City including, bees, fowl, livestock, dogs, and wild animals. Staff has been advised by the City Attorney that the scope of the proposed zoning regulations (this amendment) must be limited to regulating animals kept outdoors and the conditions with which they are kept. Dangerous animals, nuisances and proper animal and insect maintenance/breeding should be regulated through Title 6, which the Planning Commission cannot act upon. It is inappropriate to regulate dangerous and nuisance animals in the Zoning Code because any kind of animal can be tame and any kind of animal can be dangerous; similarly, one animal can be a nuisance and ten animals could be perfectly fine. Therefore, the Planning Commission is strongly urging the City Council to direct staff to develop a text amendment to update Title 6 to address animal and insect dangers, nuisances and proper maintenance.

After two work sessions, the Planning Commission held a public hearing on the proposed amendments on February 19, 2004. Four individuals testified in favor of regulations prohibiting the keeping of bees within the City limits. Two individuals testified that with the proper maintenance and attendance kept bees should pose no harm to one's neighbor. One gentleman offered his help in developing an ordinance for proper hive maintenance. After a discussion following public testimony, the Planning Commission voted unanimously to recommend approval of the proposed text amendment with minor changes and urged the Council to update animal regulation in Title 6. A copy of the February 19, 2004 Planning Commission minutes and ordinance including the revised changes are attached.

POLICY CONSIDERATIONS

Applicable land use policies and codes are as follows:

Zoning text amendments are addressed in chapter 17.100 of the Gig Harbor Municipal Code. There are no criteria for approval of a Zoning text amendment, but the Council should generally consider whether the proposed amendment furthers the public health,

safety and welfare, and whether the proposed amendment is consistent with the Gig Harbor Municipal Code, the Comprehensive Plan and the Growth Management Act (chapter 36.70A RCW).

- A. Gig Harbor Municipal Code:** Title 6 "Animals" regulates dogs –running at large, nuisances, and licensing; animal fecal matter – pick-up and disposal of such; and kennels – licensing. Subsection 9.34.020 (B)(8) states that repetitive noise created by animals under the control of an individual is considered a disturbance to peace. In addition, animals kept for a commercial or business purpose at a residence are regulated by Chapter 17.84 Home Occupations.

ENVIRONMENTAL ANALYSIS

A SEPA threshold Determination of Non-significance (DNS) was issued for the proposed amendments on January 7, 2004. Notice of the SEPA threshold determination was sent to agencies with jurisdiction and was published in the Peninsula Gateway on October 29, 2003. The threshold determination became final on March 8, 2004. The deadline for appealing the determination is March 22, 2003 at 5pm, after which time, if no appeals have been filed, the City Council may take action on this amendment. To date no appeals have been filed and no SEPA public comment has been received. The public may comment on the SEPA determination at the first reading. A copy of the DNS is attached for your consideration.

FISCAL IMPACTS

There are no adverse fiscal impacts associated with this text amendment.

RECOMMENDATION

The staff recommends that the City Council adopt the draft ordinance after a second reading. The staff further recommends the City Council update Title 6 Animals to address dangerous animals, animal nuisances and proper animal maintenance, in particular, including the retroactivity and nuisance abatement of beekeeping.

**City of Gig Harbor Planning Commission
Minutes of Work-Study Session and Public Hearing
Thursday, February 19, 2004
Gig Harbor Civic Center**

PRESENT: Commissioners Carol Johnson, Bruce Gair, Dick Allen, Scott Wagner and Chairman Paul Kadzik. Staff present: John Vodopich, Steve Osguthorpe, Jennifer Sitts and Diane Gagnon.

CALL TO ORDER: 6:00 p.m.

APPROVAL OF MINUTES:

MOTION: Move to approve the minutes of January 15, 2004 Johnson/Gair – unanimously approved.

NEW BUSINESS

WORK-STUDY SESSION

Proposed ordinance implementing recommendations of the Building Size Analysis project - Community Development Director John Vodopich briefed the Planning Commission members on the Building Size Analysis completed late last year. He stated that the City Council has directed staff to implement the recommendations outlined in the analysis and send a draft ordinance to the Planning Commission for their recommendations. Mr. Vodopich further stated that the City Council will hold a public hearing on this issue after the SEPA review has been completed. He then went over each zone and the recommendations for each.

Chairman Paul Kadzik noted that this was before the Planning Commission for comments only, no action was to be taken tonight.

Commissioner Allen expressed concern with the area-wide rezone of the Waterfront Commercial area to Waterfront Millville as this is one of the last remaining areas where fishing related activities are allowed and makes the existing businesses non-conforming.

John Vodopich clarified that the area-wide rezone would come before the Planning Commission before final action by the City Council.

Commissioner Allen voiced similar concerns and also noted that although there were plans for this area to be developed as residential, there are no guarantees that that will happen and then we will be left with non-conformities.

Commissioner Wagner stated that he agreed with Mr. Gair and Mr. Allen and in addition wanted to point out that limiting non-residential building size in R-1 and R-2 would be limiting the size of churches, schools and nursing homes to 3500 square feet which

seemed unreasonable. In addition, Mr. Wagner stated that in the RB-1 section he felt that the 5000 square feet per building limitation was unnecessary as design review requirements can achieve the same visual effect. Mr. Wagner further commented on the RB-2 section, stating that the limitations were good for smaller sites but not larger ones. He recommended using the design manual requirements to achieve the desired results and changing the 50,000 square foot limitation to a limitation on the first floor footprint and making the same change to the 65,000 square foot limitation in the B-2 section.

Commissioner Johnson commented that the proposed rezone of the Waterfront Commercial area would have a negative impact on the character of the area. She further voiced concerns with the traffic impacts associated with the 35,000 square foot limitation being raised to 65,000 square feet.

Commissioner Gair stated that he felt more time was needed to realize the impacts of the current growth without allowing more.

Community Development Director John Vodopich stated that he would forward the Planning Commissions comments to the City Council.

Proposed amendments to the Design Manual, pages 71 and 95 (ZONE 04-01) to redefine allowable siding materials – Planning Manager Steve Osguthorpe gave the Planning Commission a brief outline of the proposed changes to pages 71 and 95 of the Design Manual. Mr. Osguthorpe stated that these changes were being made in order to avoid ambiguity in the existing language.

Commissioner Wagner asked if these changes would allow an existing building with metal siding to repair and replace that siding as necessary without going to the Design Review Board. Mr. Wagner further commented on the number of existing buildings that are stucco and expressed that it seemed to be an issue of the method of application rather than the material itself.

Planning Manager Steve Osguthorpe stated that the applicability in the Historic District would be mostly commercial and that the Design Review Board had approved the use of stucco in certain instances. Mr. Osguthorpe further stated that the use of the words "superior and/or quality" were not specific enough for an applicant to know what the Design Review Board would want and that there was case law (Anderson vs. Issaquah) to support this.

Commissioner Allen stated that he did not have a concern with the use of stucco. He said he had seen lap siding deteriorate faster than stucco and he didn't see why the use of stucco needed to be prohibited. He further expressed concern with the use of corrugated metal and why it was being allowed on the waterfront and nowhere else when the waterfront is the worst place to use corrugated metal as the salt air causes corrosion.

Mr. Osguthorpe replied that the Design Review Board had allowed the galvanized metal siding on the waterfront because they felt it reflected historic waterfront architecture,

however, there was a concern with it's use in newer applications. He also commented that the current manual's language that requires the DRB's review of stucco ensures a more careful use of the product inasmuch as it is a preferred siding material by most developers for large-box buildings. He stated his concern that to allow it outright would make new development look very much like the big box development occurring in every other community. He further stated that the typical application of stucco on newer buildings (e.g., Good Guys) lacks the details that make it acceptable and attractive on Gig Harbor's older buildings (e.g., the Gilich Building).

The Planning Commission then asked if there was any member of the public who could provide information on the application of these materials.

David Boe, Boe Architects, Tacoma WA – Mr. Boe stated that he had been before the Design Review Board on several projects and that administrative approval is desirable because of time constraints. Mr. Boe suggested that wording be used in order to make administrative approval easier to obtain. He listed several types of applications which are plastic yet convey the look of wood or stone and stated that these materials are not superior and didn't feel that this is what the city wanted to encourage.

Wade Perrow, 9119 Harborview Drive, Gig Harbor – Mr. Perrow read from the purpose statement on page 2 of the Design Manual and stated that he too felt that it was too time consuming to go to the Design Review Board and encouraged the Planning Commission to look at what materials really are objectionable. Mr. Perrow distributed a picture of the city's pump station and stated that it would not be administratively approvable. He said that buildings should be built for the long term and wood siding is not always appropriate. He stated that he felt diversity was being compromised and that no material should be prohibited.

Planning Manager Steve Osguthorpe stated that he could make minor adjustments to the language to address some of the concerns expressed (e.g., incorporate smooth-faced concrete block into the list of allowable accent materials to allow the accent banding common to many split faced block buildings).

Discussion followed on the many applications, their various uses around the harbor and the need for diversity.

Mr. Osguthorpe announced that this item had been scheduled for a public hearing on March 4, 2004. Chairman Paul Kadzik and Commissioner Bruce Gair both stated that they would not be able to attend the March 4th meeting.

The Chairman closed the work-study session and opened the public hearing at 7:40.

PUBLIC HEARING

Proposed addition of GHMC Chapter 17.01 – General Regulations, Small Animals and Beekeeping (ZONE 03-13). – Associate Planner Jennifer Sitts outlined the proposed changes and stated that the proposed ordinance was the result of two previous work-study sessions before the Planning Commission. Ms Sitts stated that the ordinance

deals with bees, pets, domestic fowl and livestock. The ordinance is not retroactive and the existing uses would remain legal non-conformities. She further reminded the Planning Commission that dangerous animals and nuisance issues are not included in this ordinance as those issues are more appropriately placed in Title 6 and staff was recommending that the Planning Commission forward a recommendation to the City Council to amend Title 6.

Katie Dahlstrom, 17338 187th PI SE Renton WA 98058 – Ms. Dahlstrom stated that she is the daughter of Middy and David Ewert who first brought the issue of beekeeping before the City Council. Ms. Dahlstrom expressed that she did not feel that public safety was being considered. She stated that the bees from the neighbor's bee hives have swarmed her parent's house twice and she is afraid to let her children play outside at their house. She urged the Planning Commission to make this ordinance retroactive, to only allow the manipulation of the bees between sunset and sunrise, to please consider fines and to increase the acreage allowed for beekeeping to 2 acres.

David Ewert, 3614 44th St Ct NW, Gig Harbor WA 98332 – Mr. Ewert testified that he was allergic to bees and felt the beekeeping is unnecessary within the city limits of Gig Harbor. He then read from a letter from his neighbors dated January 14th stating that they had no hives for the past 2 years and then showed copies of pictures dated February 7th showing the hives. Mr. Ewert then showed the Planning Commission a copy of an obituary in the Peninsula Gateway dated August 13, 2003 of a 40 year old man who had died from honey bee stings. He further stated that he did not believe there was any sense in having bee hives on quarter acre lots.

Rolin Morford, 1009 38th St NW, Gig Harbor WA 98332 – Mr. Morford stated that at one time Gig Harbor was known for having chickens, ducks, etc. He further testified that bees don't usually swarm if not disturbed, if they are worked and re-queened it keeps hives from getting obnoxious. Mr. Morford said that lots of people have hives and neighbors don't even realize it and he felt that bees can be raised without problems.

Robert Stump, 5417 99th Ave NW Gig Harbor WA 98335 – Mr. Stump stated that he had been a beekeeper for over 25 years and was a member of the Washington State Beekeepers Association. Mr. Stump testified that honey bees are essential for pollination and that perhaps the Planning Commission should look at the regulations in place for Pierce County and Tacoma as they limit the number of bee hives per lot. He further stated that beekeepers should be good neighbors by keeping their fence high, providing water and re-queening. He then volunteered to work with staff on the formation of the ordinance.

Marilyn Owel, 6844 Mainsail Ln., Gig Harbor WA 98335 – Ms. Owel stated that she is in favor of an ordinance that would require state certification of beekeepers. She stated that she did not feel that this type of hobby was compatible with an urban environment as hives can become agitated by noises in the urban environment. Ms. Owel further stated that the Everts had had 3 swarms in one season and obviously their neighbors were not practicing responsible beekeeping, therefore, without a complete prohibition on beekeeping how can we regulate good beekeeping. She testified that she had read an article that even suggested that you not turn on your porch light at night if your neighbor

is keeping bees.

Middy Ewert, 3616 44th St Ct NW, Gig Harbor WA 98335 – Mrs. Ewert stated that her husband and daughter are both allergic to bees and that their neighbors have had 16 boxes right on the property line. She further testified that the bees have come down their chimney and delayed their Easter dinner, they have had to stay inside for 5 hours at a time when swarmed, and that the neighbors even tend to their own yard in protective beekeeping suits.

There being no further testimony Chairman Paul Kadzik closed the Public Hearing at 8:30 pm.

Chairman Kadzik asked staff what research had been done on what other jurisdictions were doing.

Associate Planner Jennifer Sitts replied that she had searched city and county codes and found that no one prohibited beekeeping but that many of them had standards for setbacks, size of lot, and proper maintenance (including re-queening, registration, and providing water).

Chairman Kadzik then asked why it was too difficult to make the changes retroactive.

Ms. Sitts answered that we need scientific evidence that kept bees are more dangerous than a natural bee.

Commissioner Gair voiced his support for recommending that the City Council change Title 6 to address the abatement of a nuisance.

Commissioner Wagner stated that he also supported the recommendation that the City Council review Title 6. Additionally he asked that staff review the 4 hives per acre ratio and perhaps research allowing a lesser number of hives on smaller lots.

Discussion followed on the sections that should be included in this ordinance and which issues were more appropriately addressed in Title 6. The Planning Commission members asked additional questions of Mr. Stump relative to his opinion of how big of a lot was necessary. Mr. Stump stated that beekeeping when done responsibly can be done on small city lots, and that he felt the one acre minimum provided peace of mind.

MOTION: Move to recommend approval of the ordinance changing the word R-1 to the term residential use and urge the City Council to update Title 6 addressing the retroactivity and nuisance abatement of beekeeping.

Johnson/Gair – Unanimous, motion carried.

NEXT REGULAR MEETING:

March 4th, 2004 at 7pm

Public Hearing

ADJOURN:

MOTION: Move to adjourn at 9:00 p.m.
Johnson/Allen – unanimously approved

CD recorder utilized:
Disc #1 Track 1
Disc #2 Track 1
Disc #3 Track 1

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, REGULATING THE KEEPING OF HOUSEHOLD PETS, DOMESTIC FOWL, LIVESTOCK AND BEES IN RESIDENTIAL ZONES AS ACCESSORY USES; ADDING NEW SECTIONS 17.01.100, 17.04.045, 17.04.105, 17.04.368, 17.04.437, 17.04.675 AND 17.04.785 TO THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the City has no regulations for the keeping of animals or bees in the City limits, other than the regulations addressing dogs, animal fecal matter and kennels in Title 6 and noise in Chapter 9.34 of the Gig Harbor Municipal Code; and

WHEREAS, the City Council desires to adopt regulation for the keeping of animals and bees as accessory uses to residential dwellings; and

WHEREAS, the City Council desires to clarify that the regulations for the keeping of animals and bees as an accessory use to residential dwellings will not allow kennels or other businesses incompatible with residential uses; and

WHEREAS, the City's SEPA Responsible Official has issued a determination of Non-significance (DNS) for this ordinance on January 7, 2004; and

WHEREAS, the City sent a copy of the proposed text amendment to the Washington State Office of Community, Trade and Development on January 7, 2004; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on February 19, 2004; and recommended approval to the City Council; and

WHEREAS, on _____, the City Council considered this Ordinance during a regular City Council meeting; Now, Therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR ORDAINS AS FOLLOWS:

Section 1. A new section 17.01.100 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.01.100 Animals and Beekeeping in Residential Zones

A. The keeping of animals and bees in residential zones is subject to the requirements of this section, GHMC Title 6, Chapter 9.34 and, if kept for a business or commercial purpose, Chapter 17.84.

B. Household Pets. The keeping of household pets is permitted as an accessory use to a residential dwelling in zones allowing residential uses. No maximum.

C. Domestic Fowl. The keeping of domestic fowl is permitted as an accessory use to a residential dwelling in zones allowing residential uses provided the following conditions are met:

1. Up to two (2) domestic fowl are allowed for any lot;
2. For each six thousand (6,000) square feet of lot in excess of twelve thousand (12,000) square feet, one (1) additional domestic fowl is allowed;
3. Domestic fowl shall be kept in a fenced yard, coop, or other structure that encloses domestic fowl;
4. All coops or other structures that enclose domestic fowl shall be no closer than eight (8) feet from any property line.

D. Livestock. The keeping of livestock is permitted as an accessory use to a single-family dwelling in zones allowing residential uses provided the following conditions are met:

1. Livestock, except swine, is permitted only on lots one (1) acre or more;
2. The keeping of swine is prohibited;
3. Livestock shall be confined to the lot of the owner or occupant;
4. Any barn, stable or enclosure for livestock shall meet the building setbacks of the zone.

E. Beekeeping. The keeping of bees is permitted as an accessory use to a single-family dwelling in zones allowing residential uses provided the following conditions are met:

1. The property owner must register with the Washington State Department of Agriculture;
2. Up to four (4) hives, each with only one swarm, are allowed only on lots of one (1) acre or more;
3. Hive shall not be located within thirty (30) feet of any property line;
4. The bees must be maintained in a movable frame hive at all times.

Section 2. A new section 17.04.045 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.045 Animal

"Animal" means all reptiles, birds, invertebrates, mammals, amphibians, and fish.

Section 3. A new section 17.04.105 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.105 Beekeeping

"Beekeeping" means the act of raising or keeping any number of bees for honey, pollination, medical purposes or recreational enjoyment.

Section 4. A new section 17.04.368 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.368 Fowl, domestic

"Domestic fowl" means poultry normally raised for eggs or meat including chickens, turkeys, ducks, geese, peacocks, and quail; and excluding ostriches, rhea, emu, and those animals kept as household pets.

Section 5. A new section 17.04.437 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.437 Livestock

"Livestock" means all cattle, sheep, goats, or animals of the bovidae family; all horses, mules, other hoof animals, or animals of the equidae family; llamas; ostriches, rhea and emu; and excluding those animals kept as household pets.

Section 6. A new section 17.04.675 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.675 Pets, household

"Household pets" means all tame and domesticated animals commonly kept for companionship, commonly kept indoors, but not always, and excludes all animals raised for sale, breeding, consumption, production, labor, or any other commercial or farm use.

Section 7. A new section 17.04.785 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.785 Swine

"Swine" means all pigs, hogs, swine or animals of the suidae family, excluding pigs kept as household pets.

Section 8. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

Section 9. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the City Council on its date of introduction pursuant to Section 1.08.020(B) GHMC, after having receiving an affirmative vote of a majority plus one of the whole membership of the Council, and approved by the Mayor of the City of Gig Harbor this ___ day of _____, 2004.

APPROVED:

MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
DATE PUBLISHED:
DATE EFFECTIVE:



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: ADAM TALLMAN PARK ASPHALT PATHWAY PROJECT
- CONTRACT AUTHORIZATION
DATE: MARCH 22, 2004

INTRODUCTION/BACKGROUND

The 2004 budget provides for the construction of an asphalt pathway on the existing nature trail around the wetland at Adam Tallman Park. Potential contractors were contacted in accordance with the City's Small Works Roster Process (Resolution No. 592). Three contractors responded with the following price quotations:

Puget Paving & Construction, Inc.	\$ 38,742.16
Looker & Associates, Inc.	\$ 39,637.54
Sealtech	\$ 69,908.24

Based on the price quotations received, the lowest price quotation was from Puget Paving & Construction, Inc., in the amount of Thirty-eight Thousand Seven Hundred Forty-two Dollars and Sixteen Cents (\$38,742.16).

It is anticipated that the work will be completed within eight weeks after contract award, weather permitting.

FISCAL CONSIDERATIONS

This work was anticipated in the adopted 2004 Budget, identified under the Parks and Recreation objective #9, and although it is over the allocated amount of \$35,000.00, there are sufficient funds in the Parks department.

RECOMMENDATION

I recommend the Council authorize the award and execution of the contract for Adam Tallman Park Asphalt Pathway to Puget Paving & Construction, Inc., as the lowest responsible respondent, for their price quotation amount of Thirty-eight Thousand Seven Hundred Forty-two Dollars and Sixteen Cents (\$38,742.16).

**AGREEMENT FOR CONSTRUCTION SERVICES
BETWEEN GIG HARBOR AND PUGET PAVING AND CONSTRUCTION, INC.**

THIS AGREEMENT, is made this _____ day of _____, 200____, by and between the City of Gig Harbor (hereinafter the "City"), and Puget Paving and Construction, Inc. a Washington corporation, located and doing business at 5047 South Washington Street, Tacoma, Washington 98409 (hereinafter "Contractor").

WHEREAS, the City desires to hire the Contractor to perform the work and agrees to perform such work under the terms set forth in this Agreement; and

WHEREAS, in the process of selection of the Contractor and award of this contract, the City has utilized the procedures in RCW 39.04.155(3);

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

I. Description of Work. The Contractor shall perform all work as described below, which is attached hereto and incorporated herein by this reference, in a workman-like manner according to standard construction practices. The work shall generally include the furnishing of all materials and labor necessary to pave a pedestrian trail at Adam Tallman Park. The Contractor shall not perform any additional services without the express permission of the City.

II. Payment.

A. The City shall pay the Contractor the total sum of Thirty-five Thousand Seven Hundred Forty dollars and no cents (\$35,740.00), not including Washington State sales tax, for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for these tasks, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed change order.

B. After completion of the work, the City shall pay the full amount of an invoice within thirty (30) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Contractor of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties. The parties intend that an independent contractor - owner relationship will be created by this Agreement. As the Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of the Contractor shall be, or shall be deemed to be the employee, agent, representative or subcontractor of the City. In the performance of the work, the Contractor is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the employees, agents, representatives or subcontractors of the Contractor. The Contractor will be solely and entirely responsible for its acts and for the acts of the Contractor's agents, employees,

representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Contractor performs hereunder.

IV. Duration of Work. The City and the Contractor agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement by both parties. The Contractor shall perform all work required by the Agreement on or before April 12, 2004. The indemnification provisions of Section IX shall survive expiration of this Agreement.

V. Prevailing Wages. Wages paid by the Contractor shall be not less than the prevailing rate of wage in the same trade or occupation in Pierce County as determined by the industrial statistician of the State Department of Labor and Industries and effective as of the date of this contract.

Before any payment can be made, the Contractor and each subcontractor shall submit a "Statement of Intent to Pay Prevailing Wages" to the City, which has been approved by the State Department of Labor and Industries. Each voucher claim (invoice) submitted by the Contractor for payment of work shall have an "Affidavit of Wages Paid", which states that the prevailing wages have been paid in accordance with the pre-filed "Statement(s) of Intent to Pay Prevailing Wages".

VI. Termination.

A. Termination Upon City's Option. The City shall have the option to terminate this Agreement at any time. Termination shall be effective upon five (5) days written notice to the Contractor.

B. Termination for Cause. If the Contractor refuses or fails to complete the tasks described in Exhibit A, to complete such work by the deadline established in Section IV, or to complete such work in a manner satisfactory to the City, then the City may, by written notice to the Contractor, give notice of its intention to terminate this Agreement. On such notice, the Contractor shall have five (5) days to cure to the satisfaction of the City or its representative. If the Contractor fails to cure to the satisfaction of the City, the City shall send the Contractor a written termination letter which shall be effective upon deposit in the United States mail to the Contractor's address as stated below.

C. Excusable Delays. This Agreement shall not be terminated for the Contractor's inability to perform the work due to adverse weather conditions, holidays or mechanical failures which affect routine scheduling of work. The Contractor shall otherwise perform the work at appropriately spaced intervals on an as-needed basis.

D. Rights upon Termination. In the event of termination, the City shall only be responsible to pay for services satisfactorily performed by the Contractor to the effective date of termination, as described in a final invoice to the City.

VII. Discrimination. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, the Contractor, its subcontractors or any person acting on behalf of the Contractor shall not, by reason of race, religion, color, sex, national origin or the presence of any sensory, mental, or physical handicap, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VIII. Indemnification. The Contractor shall indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, and shall pay for all costs, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, agents and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONTRACTOR'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

The provisions of this section shall survive the expiration or termination of this Agreement.

IX. Insurance.

A. The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Contractor's own work including the work of the Contractor's agents, representatives, employees, sub-consultants or sub-contractors.

B. Before beginning work on the project described in this Agreement, the Contractor shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and

C. The Contractor is responsible for the payment of any deductible or self-insured retention that is required by any of the Contractor's insurance. If the City is required to contribute to the deductible under any of the Contractor's insurance policies, the Contractor shall reimburse the City the full amount of the deductible.

D. The City of Gig Harbor shall be named as an additional insured on the Contractor's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Contractor's insurance policies.

- E. It is the intent of this contract for the Contractor's insurance to be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage in respect to the City. Additionally, the Contractor's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.
- F. The Contractor shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig Harbor at least 30-days in advance of any cancellation, suspension or material change in the Contractor's coverage.

The Contractor shall procure and maintain for the duration of this Agreement, comprehensive general liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its employees, agents or subcontractors. The cost of such insurance shall be borne by the Contractor. The Contractor shall maintain limits on such insurance in the above specified amounts: The coverage shall contain no special limitations on the scope of protection afforded the City, its officials, officers, employees, agents, volunteers or representatives.

The Contractor agrees to provide the City with certificates of insurance evidencing the required coverage before the Contractor begins work under this Agreement. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. The City reserves the right to require complete, certified copies of all required insurance policies at all times.

X. Entire Agreement. The written provisions and terms of this Agreement, together with all exhibits attached hereto, all bids specifications and bid documents shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

XI. City's Right of Supervision. Even though the Contractor is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Contractor agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the terms of this Agreement to the Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

XII. Work Performed at the Contractor's Risk. The Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Contractor's own risk, and the

Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Contractor for use in connection with the work.

XIII. Warranties. The Contractor hereby warrants that it is fully licensed, bonded and insured to do business in the State of Washington as a general contractor. Puget Paving & Construction, Inc. will warranty the labor and installation of materials for a one (1) year warranty period.

XIV. Modification. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Contractor.

XV. Assignment. Any assignment of this Agreement by the Contractor without the written consent of the City shall be void.

XVI. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

XVII. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.

XIII. Resolution of Disputes. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City, and the City shall determine the term or provisions' true intent or meaning. The City shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

If any dispute arises between the City and the Contractor under any of the provisions of this Agreement which cannot be resolved by the City's determination in a reasonable time, or if the Contractor does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be with the Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The prevailing party shall be reimbursed by the other party for its costs, expenses, and reasonable attorney's fees incurred in any litigation arising out of the enforcement of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

PUGET PAVING AND CONSTRUCTION, INC.

THE CITY OF GIG HARBOR

By: *[Signature]*
Its President

By: _____
Its Mayor

Notices should be sent to:

Puget Paving and Construction, Inc.
5047 South Washington Street
Tacoma, Washington 98409
(253) 474-5616

City of Gig Harbor
Attn: John P. Vodopich, AICP
Community Development Director
3510 Grandview Street
Gig Harbor, Washington 98335
(253) 851-6170

Approved as to form:

By: _____
City Attorney

Attest:

By: _____
Molly M. Towslee, City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Notary Public in and for the
State of Washington,
Residing at _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF P I E R C E)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the **Mayor of the City of Gig Harbor**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Notary Public in and for the
State of Washington,
Residing at: _____
My appointment expires: _____



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: BUILDING SIZE ORDINANCE – PUBLIC NOTIFICATION
DATE: MARCH 22, 2004

Staff will be mailing a postcard announcement of the April 26, 2004 public hearing on the draft Building Size Ordinance to all households within the city. This is being done in an attempt to better inform the citizenry of the forthcoming hearing.



GIG HARBOR
"THE MARITIME CITY"

POLICE DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: BILL COLBERG, LIEUTENANT
SUBJECT: FEBRUARY INFORMATION FROM PD
DATE: March 8, 2004

The February 2004 activity statistics are attached for your review. Also, up to date activities within the department.

On March 1, 2004, Officer Michael Allen started his employment with the Gig Harbor Police Department. On March 2nd and 3rd, oral boards for lateral police officers were performed. Fourteen applicants were interviewed. Six candidates passed the oral board process. A background check has been started on the leading candidate.

The Reserve Police Officers volunteered a total of 248.5 hours during the month of February. The majority of this time was spent as a second officer in a patrol vehicle. The Reserve Officers are a valuable asset to the Police Department. They provide crucial support for the line officer.

The patrol boat has been removed from the water for winter maintenance.



GIG HARBOR POLICE DEPARTMENT
MONTHLY ACTIVITY REPORT

FEB 2004

	<u>FEB</u> <u>2004</u>	<u>YTD</u> <u>2004</u>	<u>YTD</u> <u>2003</u>	<u>% chg</u>
CALLS FOR SERVICE	419	820	892	-8%
CRIMINAL TRAFFIC	10	17	20	-15%
TRAFFIC INFRACTIONS	76	139	129	8%
DUI ARRESTS	5	49	7	29%
FELONY ARRESTS	12	34	13	162%
MISDEMEANOR ARRESTS	24	58	33	76%
WARRANT ARRESTS	6	8	7	14%
CASE REPORTS	128	244	210	16%
REPORTABLE VEHICLE ACCIDENTS	24	44	27	63%
SECONDARY OFFICER ASSIST	51	95	135	-30%